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Superfund Records Center

SITE: SRSBREAK: 10-6OTHER: 056905

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1
1 CONGRESS STREET, SUITE 1100
BOSTON, MA 02114-2023

URGENT LEGAL MATTER -- PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

SEP 20 2006

RAFFI & SWANSON RELATED PARTIES/FACILITIES

Raffi & Swanson
Surface Coatings, Inc.

Raffi & Swanson Related Parties/Facilities
c/o Allcoat Technology, Inc.
Mr. Frank Schettino, Environmental Manager
100 Eames St.
Wilmington, MA 01187-3389

Re: Combined General Notice/Special Notice Letter for a Remedial Design/Remedial Action
at the Solvents Recovery Service of New England Superfund Site in Southington, CT

Dear Mr. Schettino:

This letter serves to notify Allcoat Technology, Inc. of the potential liability which your company has or may have incurred under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9607(a), with respect to the Solvents Recovery Services of New England Superfund Site in Southington, CT (the "Site"). This letter also provides notice of a period of negotiations, pursuant to Section 122(e) of CERCLA, 42 U.S.C. § 9622(e), during which the United States Environmental Protection Agency ("EPA") is seeking your company's voluntary performance of certain response actions necessary at the Site. The actions which EPA is seeking you to perform are detailed in the enclosed documents. Finally, this letter contains a formal request for reimbursement of the costs, including interest thereon, that have been incurred and that are expected to be incurred by EPA in response to the environmental problems at the Site.

NOTICE OF POTENTIAL LIABILITY

EPA has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the Site. EPA has spent and is considering spending public funds on actions to control such releases or threatened releases at the Site pursuant to CERCLA, 42 U.S.C. §§ 9601 et seq.

Under Section 106(a) and Section 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) and 9607(a), and other laws, responsible parties may be obligated to implement response actions deemed necessary by EPA to protect the public health, welfare or environment. Responsible parties may also be liable for all costs incurred by the government in responding to any release or threatened release of contaminants at the Site. Such costs may include, but are not limited to, expenditures for investigation, planning, cleanup response and enforcement activities.

Unless EPA reaches an agreement under which a responsible party or parties, such as yourself, will properly perform the response actions at the Site, EPA may itself perform these actions, order responsible parties to perform them, or seek a judicial order requiring responsible parties to perform them. EPA may also seek to recover all costs expended in response to the release or threatened release at the Site.

EPA has information indicating that you are a potentially responsible party or a successor to a potentially responsible party, under Section 107(a) of CERCLA, with respect to this Site. Specifically, based on transactional documentation, EPA believes that Raffi & Swanson and Surface Coatings, Inc. are parties who arranged for disposal or treatment of hazardous substances at the Site and that you may be responsible for the liabilities of Raffi & Swanson and Surface Coatings, Inc. as a successor corporation. By this letter, EPA encourages you, as a potentially responsible party, to enter into negotiations to voluntarily perform the response activities described below which EPA has determined are required at the Site, and to reimburse EPA for certain costs incurred to date.

UPCOMING RESPONSE ACTIONS

As set out more specifically in the enclosed documents, EPA is seeking to have the following work conducted at the Site:

1. The design and implementation of the remedial action selected and approved by EPA for the Site;
2. Operation, maintenance and monitoring necessary at the Site.

In addition to these activities, EPA may, pursuant to its authorities under CERCLA and other laws, decide that other studies or clean-up activities are necessary to protect public health, welfare or the environment.

DEMAND FOR PAYMENT OF COSTS

In accordance with CERCLA and other authorities, EPA has undertaken certain actions and incurred costs in response to conditions at the Site. The costs to date associated with these actions are approximately \$13,846,497.21, including interest. EPA anticipates that it will

expend additional funds for response activities at the Site under the authority of CERCLA and other laws, including those response activities described below.

In accordance with Section 107(a) of CERCLA, demand is hereby made for payment of the above amount, including the interest authorized to be recovered under that Section and under any other provisions of law. Demand is also hereby made under these authorities for payment of all future costs, and interest thereon, that EPA may accrue in regard to the Site.

In the event the addressee of this notice intends or has already filed for dissolution or reorganization under bankruptcy laws, you are hereby requested to include EPA-Region I, and the United States Department of Justice, on any mailing or notice lists used in that proceeding. The United States reserves the right to file a proof of claim or application for reimbursement of administrative expenses in such a proceeding.

SPECIAL NOTICE AND NEGOTIATION MORATORIUM

EPA has determined that use of the Section 122(e) Special Notice Procedures specified in CERCLA will facilitate a settlement between EPA and potentially responsible parties ("PRPs") for this Site. Therefore, under Section 122 of CERCLA, receipt of this letter triggers a sixty (60) day moratorium on certain EPA response activities at the Site. During this sixty (60) day period, the PRPs, including you, are invited to participate in formal negotiations with EPA.

The purpose of these negotiations is to reach an agreement whereby the PRPs perform certain response activities required at the Site as set out in the enclosed documents. By the end of the sixty (60) day negotiation period, the PRPs must have provided a written good faith offer, as described below, to EPA. The sixty (60) day negotiation moratorium will be extended for an additional sixty (60) days if PRPs provide EPA with a good faith offer to conduct or finance the remedial design/remedial action and pay outstanding costs.

PRP STEERING COMMITTEE

Because of the large number of PRPs for this Site, EPA will not be able to negotiate with individual persons or companies. Instead, EPA expects to negotiate with the PRP steering committee. You may contact the SRSNE Site PRP Group at the following address:

American Environmental Consultants
30 Purgatory Road
Mont Vernon, NH 03057
ATTN: Randy Smith
Telephone: 603-673-0004
FAX: 603-672-0004

NEGOTIATION PROCEDURES AND GOOD FAITH OFFER

Under the terms of Section 122(e) of CERCLA, responsible parties have sixty (60) days from the date of receipt of this notice in which to make a good faith proposal, in writing, to perform or finance the response activities. If a good faith proposal is submitted by responsible parties within the sixty (60) day period, EPA will negotiate with the parties making the proposal during the remainder of the negotiation moratorium period in an attempt to reach a final agreement with those parties. Any agreement reached for the performance or financing of the response actions at the Site will be embodied in a consent decree containing terms consistent with the provisions of CERCLA and EPA policy.

Enclosed with this letter you will find a computer disk (Enclosure C) containing a draft site-specific consent decree which is based in large part on a national model CERCLA remedial design/remedial action ("RD/RA") consent decree. In accordance with EPA's model consent decree and its underlying procedures, many provisions of the decree are standard language which reflect legal and procedural terms that have been found acceptable to both the United States and PRPs across the country. Use of the model provisions is designed to reduce the time and resources consumed during RD/RA settlement discussions by reducing across the board the number of issues the United States will negotiate with the PRPs.

A good faith offer to conduct the RD/RA is a written proposal that demonstrates the PRPs' qualifications and willingness to conduct the design, implementation, and monitoring of the remedy for the RD/RA and must include all of the following elements:

1. A general statement of willingness by the PRPs to conduct the work consistent with the enclosed draft documents.
2. A written paragraph-by-paragraph response to the consent decree and statement of work (provided on the enclosed computer disk), in redline/strikeout. Please note that if you fail to respond to any portion of these documents in redline/strikeout in the submission of a good faith offer, EPA will not consider negotiation of those terms at a later date. In addition, you should provide a site-specific justification for each proposed change in the enclosed documents, along with a listing of the subset of changes which you consider major issues.
3. A demonstration of the PRPs' technical capability to carry out the work including the identification of the firms(s) that may actually conduct the work or a description of the process they will use to select the firm(s).
4. A demonstration of the PRPs' capability to finance the work.
5. A specific statement of willingness by the PRPs to reimburse EPA for all of, or a

significant portion of, past response costs and future costs to be incurred in overseeing the PRPs conduct of the work.

6. The name, address, and phone number of the party or steering committee who will represent the PRPs in negotiations.

7. A statement of willingness by the PRPs to initiate remedial design prior to the formal entry of the enclosed Consent Decree.

If EPA determines that a good faith proposal has not been submitted within the first sixty (60) days of the moratorium period, EPA may thereafter terminate the negotiation moratorium period pursuant to Section 122(e)(4) of CERCLA and commence such cleanup or enforcement actions as may be appropriate given the status of negotiations.

Because responsible parties may be required to pay damages for injury to, destruction of, or loss of natural resources, including the costs to assess such damages, EPA has notified the Federal Natural Resource Trustee(s) of its intent to enter into negotiations for the performance or financing of response actions at the Site. Please note that natural resource damage claims, if any, are not included in the enclosed documents.

DE MINIMIS SETTLEMENT PROPOSALS BY THE PRPS

EPA is aware that some of the PRPs have expressed interest in addressing their liability at the Site through a *de minimis* settlement pursuant to Section 122(g)(1)(A) of CERCLA. As part of the good faith settlement proposal described above, the PRP steering committee may include a proposal for *de minimis* settlements for consideration by EPA.

INFORMATION RELEASE

In order to assist responsible parties in their preparation of a good faith proposal, EPA is including with this notification certain additional information it has obtained since the previous notice.

1. An updated list of the names and addresses of each PRP to whom a special notice letter is being provided. This list represents EPA's current findings on the identities of PRPs. Inclusion on or exclusion from the list does not constitute a final determination by the Agency concerning the liability of any party for the hazard or contamination at the Site. (Enclosure A)
2. A list of the volume of substances contributed by each PRP to whom a special notice letter is being provided. Under the terms of Section 122(e)(3)(C) of CERCLA, this list shall not constitute an apportionment or other statement by EPA on the

divisibility of harm or causation in connection with the Site, nor shall the list be admissible as evidence in any proceeding. (Enclosure B)

ADMINISTRATIVE RECORD

In accordance with Section 113(k) of CERCLA, EPA has established an administrative record containing the documents used by EPA to select the appropriate response action for the Site. This administrative record is available to the public for inspection and comment at:

EPA Records Center
1 Congress Street
Boston, MA 02114-2023
Telephone No. 617-918-1440

Please call the EPA Records Center for current hours and directions.

The administrative record is also available at the Southington Public Library, 255 Main Street, Southington, Connecticut 06489 (Telephone No. 860-628-0947).

PRP RESPONSE AND EPA CONTACT PERSON

You have sixty (60) calendar days from the date of receipt of this notice to submit a good faith offer, as described above, to EPA. Your offer should be submitted to EPA through the steering committee, or, if you are unwilling to agree to the terms which the steering committee intends to present to EPA, then you should submit your own individual offer.

If EPA does not receive a timely good faith offer from you, either through the steering committee or individually, EPA will assume that you do not wish to negotiate a resolution of your liabilities in connection with the Site, and that you have declined any involvement in performing the response activities. In such event, EPA may terminate negotiations moratorium with respect to you, and may seek to hold you liable for the cost of the cleanup activities performed at the Site. In addition, EPA may issue an order or seek a court order requiring you to perform the response activities at the Site.

Your response to this special notice letter should be sent to:

Karen Lumino, Remedial Project Manager
U.S. Environmental Protection Agency
Office of Site Remediation and Restoration
1 Congress Street, Suite 1100 (HBT)
Boston, MA 02114-2023

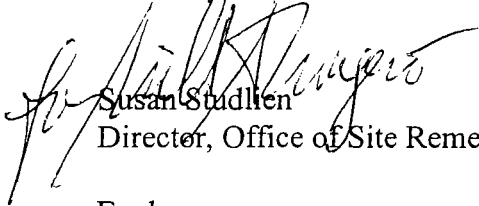
*Commencement of Cleanup Negotiations and Request to Participate
Solvents Recovery Service of New England Superfund Site*

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If you wish to speak with a member of the EPA case team assigned to this site regarding the enclosed documents or the negotiation process, please contact Audrey Zucker, Senior Enforcement Counsel, at 617-918-1788.

The factual and legal discussions in this letter are intended solely to provide notice and information, and such discussions are not to be construed as a final agency position on any matter set forth herein. Due to the seriousness of the environmental and legal problems posed by conditions at the Site, EPA urges that immediate attention and a prompt response be given to this letter.

Sincerely,



Susan Studlien
Director, Office of Site Remediation and Restoration

Enclosures

cc: Audrey Zucker, EPA Office of Environmental Stewardship
Karen Lumino, EPA Remedial Project Manager
MaryJane O'Donnell, ME/VT/CT Superfund Section
Superfund Record Center
Jack Looney, Assistant Attorney General, Connecticut Attorney General's Office
Martin Beskind, Connecticut DEP Remedial Project Manager
Mark Barash, U.S. Department of the Interior
Ken Finkelstein, U.S. National Oceanic and Atmospheric Administration
Mark Gallagher, U.S. Department of Justice

Solvents Recovery Service of New England
RD/RA Special Notice Mailing List
Enclosure A-1
(Alphabetical order)

=====

5-STAR MANUFACTURING (4603)

5-Star Manufacturing
c/o The Five Star Company
Mr. Thomas H. Meek, Vice President
29 Drumlin Rd.
West Simsbury, CT 06092

A.R. SANDRI, INC. (0005)

A.R. Sandri, Inc.
c/o Bulkley, Richardson and Gelinis, LLP
Mr. James C. Duda
1500 Main St.
Towers Square, Suite 2700
Springfield, MA 01115-5507

ACME BACKING CORPORATION (0008)

Acme Backing Corporation
c/o Metlon Corporation
Mr. Wayne Etchells, Vice President
133 Frances Ave.
Cranston, RI 02910

ACUSHNET COMPANY, TITLEIST GOLF DIVISION (0010)

Acushnet Company, Titleist Golf Division
c/o Foley Hoag LLP
Mr. Robert Sanoff
155 Seaport Blvd.
Boston, MA 02210-2600

ADVANCED BELT TECHNOLOGY (5032)

Advanced Belt Technology
c/o Habasit ABT, Inc.
Mr. Mike Kuba
150 Industrial Park Rd.
Middletown, CT 06457

AETNA CHEMICAL CORPORATION (0019)

Mr. Robert Baldanzi, President
Aetna Chemical Corporation
Wallace St. Extension
PO Box 430
Elmwood Park, NJ 07407

AGC INCORPORATED (0020)

Mr. John Gura
AGC Incorporated
106 Evansville Ave.
Meriden, CT 06451-0908

AID TOOL AND DIE|R.K. MFG./AID TOOL & DIE CO. (5000)

Aid Tool And Die|R.K. Mfg./Aid Tool & Die Co.
c/o DePanfilis & Vallerie
Mr. Marc Grenier, Attorney for R.K. Manufacturing
25 Belden Ave.
PO Box 699
Norwalk, CT 06852-0699

AID TOOL AND DIE|R.K. MFG./AID TOOL & DIE CO. (5000)

Aid Tool And Die|R.K. Mfg./Aid Tool & Die Co.
c/o Aid Tool & Die, Inc.
Mr. Ernest Bombardier
102 Maple St.
Milford, CT 06460

ALBANY INTERNATIONAL-RELATED PARTIES/FACILITIES (GRP001)

Albany International Co., Precision Components (0026)
Walters Engineering (1068)

ALBANY INTERNATIONAL-RELATED PARTIES/FACILITIES

c/o Albany International Corp.
Mr. Charles Silva
PO Box 1907
Albany, NY 12201

ALBIN MANUFACTURING INC. (1309)

Mr. Robert Divascoli, General Manager
Albin Manufacturing Inc.
226 West Shore Rd.
Portsmouth, RI 02871

ALLEN MFG. CO. (BLOOMFIELD, CT) (4014)

Allen Mfg. Co. (Bloomfield, CT)
c/o Danaher Corp./VideoJet Tech
Mr. Carlton Grabinski
1500 Mittel Blvd.
Wood Dale, IL 60191

**Solvents Recovery Service of New England
RD/RA Special Notice Mailing List**

Enclosure A-1
(Alphabetical order)

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ALLIED LEATHER-RELATED PARTIES/FACILITIES (GRP144)

Allied Leather Corp./General Host Corp. (0030)
Brezner Tanning/General Host Corporation (4065)

ALLIED LEATHER-RELATED PARTIES/FACILITIES
c/o DeMaria & Associates, P.C.
Mr. James P. DeMaria, Attorney for General Host, Inc.
6 Beacon St.
2nd Floor, Suite 200
Boston, MA 02108

ALLIED-SIGNAL-RELATED PARTIES/FACILITIES (GRP146)

Baron-Blakeslee (0095)
Bendix Corp. (Industrial Tools Division) (0114)
Conco Industries, Inc. (0247)
Oak Materials Group (0776)
Oak Laminates (6002)

ALLIED-SIGNAL-RELATED PARTIES/FACILITIES
c/o Honeywell International Inc.
Mr. Brian Israel
101 Columbia Rd.
Morristown, NJ 07962

AMERICAN CYANAMID-RELATED PARTIES/FACILITIES (GRP016)

American Cyanamid Co.-Davis & Geck (Danbury,CT) (0042)
American Cyanamid Co. (Wallingford, CT) (4021)
Shulton Industries, Inc. (5354)

American Cyanamid Co.
c/o Wyeth
Mr. Ronald Schott, General Counsel
5 Giralda Farms
Madison, NJ 07940

AMERICAN ELECTRO PRODUCTS, INC. (4559)

American Electro Products, Inc.
c/o Morrison Mahoney LLP
Mr. Mark Granger
250 Summer St.
Boston, MA 02210

AMERICAN OPTICAL CO. (KEENE, NH) (4023)

American Optical Co. (Keene, NH)
c/o Pfizer Inc.
Mr. Merrill Fliederbaum
150 East 42nd St. 150/2/75
New York, NY 10017

ALLIED PRINTING SERVICES, INC. (0031)

Mr. Peter Swan
Allied Printing Services, Inc.
One Allied Way
PO Box 850
Manchester, CT 06045-0850

ALPHA-CORE, INC. (0034)

Mr. Ulrik Poulsen, President
Alpha-Core, Inc.
915 Pembroke St.
Bridgeport, CT 06608

AMERICAN CYANAMID-RELATED PARTIES/FACILITIES (GRP016)

American Cyanamid Co.-Davis & Geck (Danbury,CT) (0042)
American Cyanamid Co. (Wallingford, CT) (4021)
Shulton Industries, Inc. (5354)

Shulton Industries, Inc.
c/o Wyeth
Mr. Ronald Schott, General Counsel
5 Giralda Farms
Madison, NJ 07940

AMERICAN HOECHST-RELATED PARTIES/FACILITIES (GRP111)

American Hoechst Corporation (0043)
Foster-Grant Corp. (0397)

AMERICAN HOECHST-RELATED PARTIES/FACILITIES
c/o Celanese Americas Corporation
Mr. Richard Hanlon
550 U.S. Highway 202-206
Bedminster, NJ 07921-1590

AMERICAN POWDERED METALS (0045)

American Powdered Metals
c/o LeBoeuf, Lamb, Greene & MacRae
Ms. Patricia Shaw
One Gateway Center
420 Fort Duquesne Blvd., Suite 1600
Pittsburgh, PA 15222-1437

Solvents Recovery Service of New England

RD/RA Special Notice Mailing List

Enclosure A-1

(Alphabetical order)

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AMERICAN RADIONIC COMPANY, INC. (0046)

Mr. Robert Stockman, President
American Radionic Company, Inc.
32 Hargrove Grade Rd.
Palm Coast Industrial Park
Palm Coast, FL 32137

AMERICAN STANDARD-RELATED PARTIES/FACILITIES (GRP021)

American Standard Inc. (4024)
C.F. Church (Holyoke, MA) (4072)
C.F. Church Div. (Monson, MA) (4513)
C.F. Church (Willimansett, MA) (4598)

AMERICAN STANDARD-RELATED PARTIES/FACILITIES

c/o American Standard
Mr. Kevin Tubbs
One Centennial Plaza
PO Box 6820
Piscataway, NJ 08855

AMERICAN THREAD COMPANY, INC., THE (0048)

American Thread Company, Inc., The
c/o Moore & Van Allen, PLLC
Mr. Peter McGrath, Jr.
Nations Bank Corp. Center
100 N. Tryon St., Floor 47
Charlotte, NC 28202

AMERICAN VALVE MANUFACTURING CORPORATION (0050)

American Valve Manufacturing Corporation
c/o American Valve, Inc.
Mr. Frederick Guterman, President
PO Box 35229
Greensboro, NC 27425

AMPEREX CORPORATION (0053)

Amperex Corporation
c/o Philips Electronics
Mr. Ray Larkin
9 Hawthorne Ct.
North Kingstown, RI 02852

AMSTAR CORPORATION, FLEX-PACK PRINTING PLANT (0055)

Amstar Corporation, Flex-Pack Printing Plant
c/o Tate & Lyle North America, Inc.
Mr. Marc Larson
2200 East Eldorado St.
Decatur, IL 62521

ANACONDA-RELATED PARTIES/FACILITIES (GRP139)

American Brass Co. (Waterbury, CT) (4019)
American Brass Co. (Ansonia, CT) (4666)
Anaconda Metal Hose (4872)

ANACONDA-RELATED PARTIES/FACILITIES

c/o Atlantic Richfield Company
Ms. Cindy D. Kezos
6 Centerpointe Dr.
Room 6-165
La Palma, CA 90623

ANCHORAGE INC., THE (1007)

Anchorage Inc., The
c/o Hinckley, Allen & Snyder
Mr. Gerald Petros
1500 Fleet Center
Providence, RI 02903

ANCO PACKAGING CORPORATION (0056)

Anco Packaging Corporation
c/o Barrister & Solicitor
Mr. Bo Sirota
105 Gordon Baker Rd.
Suite 800
Willowdale, Ontario, M2H 3P8

ANDERSON AND SONS, INC. (0058)

Anderson and Sons, Inc.
c/o Egan, Flanagan & Cohen
Mr. Robert Quinn
67 Market St.
PO Box 9035
Springfield, MA 01102

Solvents Recovery Service of New England
RD/RA Special Notice Mailing List

Enclosure A-1
(Alphabetical order)

ANTONELLI PLATING CO., INC. (5288)

Mr. Christopher Antonelli, President
Antonelli Plating Co., Inc.
50 Valley St.
Providence, RI 02909

APCO PRODUCT-RELATED PARTIES/FACILITIES (GRP043)

Apco Products, Inc. (Essex, CT) (4028)
Apco Prod., Inc. (Centerbrook, CT) (4517)

APCO PRODUCT-RELATED PARTIES/FACILITIES

c/o Apco Products, Inc.
Mr. S. Gordon Demetre, President
10 Corbin Cir.
Branford, CT 06405

ASHLAND-RELATED PARTIES/FACILITIES (GRP131)

Ashland Chemical Company (0069)
FRP Supply (5149)

ASHLAND-RELATED PARTIES/FACILITIES

c/o Ashland Inc.
Ms. Robin Lampkin-Isabel
PO Box 2219
Columbus, OH 43216

AVCO LYCOMING DIVISION (0084)

Avco Lycoming Division
c/o Textron, Inc.
Ms. Patricia Bisshopp
40 Westminster St.
Providence, RI 02903

AVERY-DENNISON MFG.-RELATED PARTIES/FACILITIES
(GRP100)

Dennison Mfg. Co. (0300)
Avery Label (1300)

AVERY-DENNISON MFG.-RELATED PARTIES/FACILITIES

c/o Avery Dennison
Mr. Bruce Martin
409 Fortune Blvd.
Milford, MA 01757

B & D AUTO BODY (0088)

Mr. Sean Butler
B & D Auto Body
187 Hampshire St.
Cambridge, MA 02139

B.A. BALLOU & COMPANY (4044)

Mr. Bill Amadio
B.A. Ballou & Company
800 Waterman Ave.
E. Providence, RI 02914

BAILEY CORP. RELATED PARTIES/FACILITIES (GRP019)

Bailey Corp. (0089)
U.S.M. Corp.(Seabrook, NH) (4351)

BAILEY CORP. RELATED PARTIES/FACILITIES

c/o Jones, Day, Reavis & Pogue
Mr. Thomas Hamilton
901 Lakeside Ave.
Cleveland, OH 44114-1190

BALL METAL CONTAINER GROUP (0091)

Ball Metal Container Group
c/o Ball Corp.
Mr. Kent Bickell
9300 W. 108th Cir.
Westminster, CO 80021-3682

BANGOR PUNTA CORPORATION (6050)

Bangor Punta Corporation
c/o Lear Siegler Diversified Holdings
Mr. James Matthews
469 Morris Ave.
3rd Floor
Summit, NJ 07901-1565

Solvents Recovery Service of New England

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Enclosure A-1

(Alphabetical order)

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BARDEN-RELATED PARTIES/FACILITIES (GRP135)

Barden Corporation (0094)
Winsted Precision Ball Co. (4384)

BARDEN-RELATED PARTIES/FACILITIES

c/o Troutman Sanders LLP
Mr. Robert Carmen
405 Lexington Ave.
The Chrysler Bldg.
New York, NY 10174

BAUER ELECTRO INC.-BAUER AEROSPACE INC. (0100)

Bauer Electro Inc.-Bauer Aerospace Inc.
c/o Bauer Aerospace, Inc.
Mr. Louis Auletta
2 Indian Dr.
Clinton, CT 06413

BEDOUKIAN RESEARCH, INC. (0108)

Mr. Robert Bedoukian
Bedoukian Research, Inc.
21 Finance Dr.
Danbury, CT 06810

BELDING CORTICELLI THREAD COMPANY (0111)

Belding Corticelli Thread Company
c/o Troutman Sanders LLP
Mr. Robert Carmen
Attorney for Belding Hemingway-Belding Corticelli Thread Co.
405 Lexington Ave.
The Chrysler Bldg.
New York, NY 10174

BENMONT CORPORATION/TEXTRON, INC. (0116)

Benmont Corporation/Texttron, Inc.
c/o Texttron, Inc.
Ms. Patricia Bisshopp
40 Westminster St.
Providence, RI 02903

BASF-RELATED PARTIES/FACILITIES (GRP088)

BASF Corp., Inmont Div. (0096)
BASF Wyandotte Corp. (0097)
Inmont Corp. (0538)

BASF-RELATED PARTIES/FACILITIES

c/o BASF Corporation
Ms. Nan Bernardo
100 Campus Dr.
Florham Park, NJ 07932

BAY STATE CHEMICAL CO., INC. (0102)

Mr. Klaus Lowenstein, President
Bay State Chemical Co., Inc.
872 Massachusetts Ave.
Cambridge, MA 02139

BELDEN ELECTRONIC WIRE & CABLE-PHALO (0110)

Belden Electronic Wire & Cable-Phalo
c/o Belden, Inc.
Mr. Gary L. Tong
7701 Forsyth Blvd.
Suite 800
St. Louis, MO 63105

BENJAMIN MOORE & COMPANY (0115)

Ms. JoAnn Glaccum
Benjamin Moore & Company
51 Chestnut Ridge Rd.
Montvale, NJ 07645

BENNETT HEAT TREATING & BRAZING CO. (0117)

Mr. David J. Quaglia, President
Bennett Heat Treating & Brazing Co.
690 Ferry St.
Newark, NJ 07105

**Solvents Recovery Service of New England
RD/RA Special Notice Mailing List**

Enclosure A-1
(Alphabetical order)

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BEROL-RELATED PARTIES/FACILITIES (GRP114)

Berol Corp., Berol USA Div. (0120)
Eagle Pencil Co., Inc. (4128)

BEROL-RELATED PARTIES/FACILITIES

c/o Newell Rubbermaid
Mr. Louis Meschede
2707 Butterfield Rd.
Suite 100
Oak Brook, IL 60523

BILTRITE CORPORATION/AMERICAN BILTRITE, INC. (0039)

Biltrite Corporation/American Biltrite, Inc.
c/o Burns & Levinson, LLP
Mr. David Amidon
125 Summer St.
Waltham, MA 02110

BORDEN CHEMICAL-RELATED PARTIES/FACILITIES (GRP046)

Borden Inc. Chemical Div.-Columbus Coated Fabrics (0233)
Vernon Plastics Co. (1052)
Borden Chemical (4581)

BORDEN CHEMICAL-RELATED PARTIES/FACILITIES

c/o Borden Chemical, Inc.
Mr. Richard Springer
180 East Broad St.
Columbus, OH 43215

BRADFORD INDUSTRIES (1133)

Mr. Richard Satin
Bradford Industries
1857 Middlesex St.
Lowell, MA 01851

BIC PEN-RELATED PARTIES/FACILITIES (GRP104)

Waterman Bic Pen Corp. (4364)
Bic Pen (5267)

BIC PEN-RELATED PARTIES/FACILITIES

c/o Bic Corporation
Mr. Thomas Kelleher, Corporate Counsel/Secretary
500 Bic Dr.
Milford, CT 06460

BLACK & DECKER-RELATED PARTIES/FACILITIES (GRP107)

Black & Decker (U.S.), Inc. (0126)
Bostik Corporation (0133)
Emhart Industries, Inc., Hardware Div. (0349)
Emhart Machine Group, Farrel CT. Div. (0350)
PCI Group, J.C. Rhodes Div. (0806)
Texon (1005)
American Hardware (4022)
P & F Corbin (4254)
U.S.M. Corp. (Amesbury, MA) (4567)

BLACK & DECKER-RELATED PARTIES/FACILITIES

c/o Bingham McCutchen LLP
Mr. Jeffrey M. Karp
3000 K St., NW
Suite 300
Washington, DC 20007

BOSTON WHALER, INC. (0139)

Boston Whaler, Inc.
c/o Bell, Boyd & Lloyd LLC
Mr. Jay Truty
70 W. Madison St.
Ste. 3100
Chicago, IL 60602-4207

BRANCATO'S WESTERLY SANITATION/JOHN CHAPMAN (0142)

Brancato's Westerly Sanitation/John Chapman
c/o Brancato's Westerly Sanitation
Mr. Oscar Chapman
5 Sylvan Ln.
Westerly, RI 02891

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BRANCATO'S WESTERLY SANITATION/JOHN CHAPMAN (0142)

Brancato's Westerly Sanitation/John Chapman
c/o Tusky Inc. (dba) Westerly Sanitation
Mr. Frank A. Toscano, President
PO Box 1037
Westerly, RI 02891

BRAND-REX-RELATED PARTIES/FACILITIES (GRP031)

Brintec Corp./Brand-Rex/BICC Cables (0149)
W. Brand-Rex (4360)
William Brand Co. (4381)

Brintec Corp./Brand-Rex/BICC Cables
c/o BICC-Cables Corp.
Mr. Robert Morgan
390 Key West St.
Moneta, VA 24121

BRAND-REX-RELATED PARTIES/FACILITIES (GRP031)

Brintec Corp./Brand-Rex/BICC Cables (0149)
W. Brand-Rex (4360)
William Brand Co. (4381)

Akzona Inc.
c/o Rackemann, Sawyer & Brewster
Mr. Michael Last
One Financial Center
Boston, MA 02111

BRANSON-RELATED PARTIES/FACILITIES (GRP142)

Branson Ultrasonics Corp.-Branson (0145)
Branson Instrument Company (4558)

BRANSON-RELATED PARTIES/FACILITIES
c/o Pillsbury, Winthrop, Shaw, Pittman LLP
Ms. Jennifer Giblin
2300 N St., NW
Washington, DC 20037

BRIDGEPORT MACHINE INC./TEXTRON, INC. (6066)

Ms. Patricia Bisshopp
Bridgeport Machine Inc./Textron, Inc.
40 Westminster St.
Providence, RI 02903

BRIDGEPORT METAL GOODS (4067)

Mr. Tom Maruszewski
Bridgeport Metal Goods
370 Monument Rd.
Hinsdale, NH 03451

BULL METAL PRODUCTS CO., INC., THE (1174)

Mr. Steven Bull
Bull Metal Products Co., Inc., The
191 Saybrook Rd.
PO Box 738
Middletown, CT 06457

BURNDY-RELATED PARTIES/FACILITIES (GRP157)

Burndy Corporation (4902)
Berco Manufacturing Co. (7006)

BURNDY-RELATED PARTIES/FACILITIES
c/o FCI USA, Inc.
Ms. B. Jill Steps
825 Old Trails Rd.
Etters, PA 17319

C & M CORPORATION (0157)

C & M Corporation
c/o C&M Corp. Wire and Cable
Mr. Lee Gadoury
51 South Walnut St.
PO Box 348
Waugrean, CT 06387

C. COWLES & COMPANY (0158)

C. Cowles & Company
c/o Wiggin & Dana
Mr. Bruce McDermott
One Century Tower
New Haven, CT 06508-1832

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C.B.S. ELECTRONICS-RELATED PARTIES (GRP178)

C.B.S. Electronics (4083)
Columbia Magnetics Co. (5233)

C.B.S. ELECTRONICS-RELATED PARTIES

c/o Viacom Inc.
Mr. Richard K. Smith
11 Stanwix St.
Room 215
Pittsburgh, PA 15222

C.F. JAMESON AND COMPANY, INC. (0161)

C.F. Jameson and Company, Inc.
c/o Connors & Bliss, P.C.
Mr. Michael Bliss
101 Arch St., 9th Floor
Boston, MA 02110

C.R. BARD, INC., USCI DIVISION (0164)

C.R. Bard, Inc., USCI Division
c/o Foley Hoag LLP
Mr. Robert Sanoff
155 Seaport Blvd.
Boston, MA 02210-2600

CAMGER CHEMICAL SYSTEMS, INC. (0170)

Mr. Tom Meisner
Camger Chemical Systems, Inc.
364 Main St.
Norfolk, MA 02056

CAPITAL MOLDING CORPORATION (4079)

Mr. Daniel Curely, Secretary
Capital Molding Corporation
53 Smith St.
Leominster, MA 01453

CAPTREE CHEM. (FROM N. J.) (5265)

Captree Chem. (From N. J.)
c/o Gonzalez Chemical Corp.
Mr. Ernest Gonzalez
605 Albany Ave.
Amityville, NY 11701

C.E. BRADLEY LABORATORIES, INC. (0159)

C.E. Bradley Laboratories, Inc.
c/o Burns & Levinson
Mr. David Rosenblatt
125 Summer St.
Boston, MA 02110

C.L. HAUTHAWAY & SONS CORPORATION (0163)

Mr. Tom Geras
C.L. Hawthaway & Sons Corporation
638 Summer St.
Lynn, MA 01905

CALIFORNIA PRODUCTS CORPORATION (0167)

Mr. Ronald Child, Vice President
California Products Corporation
150 Dascomb Rd.
Andover, MA 01810

CAMVAC INTN'L, INC./DUNMORE CORPORATION/REXHAM (0171)

Camvac Intn'l, Inc./Dunmore Corporation/Rexham
c/o Helms, Mulliss & Wicker, LLP
Mr. Benne Hutson
PO Box 31247
Charlotte, NC 28231-1247

CAPITOL RECORDS (0173)

Capitol Records
c/o Marshall, Dennehey, Warner, Coleman & Goggin
Mr. R. Thomas McLaughlin
1845 Walnut St.
17th Floor
Philadelphia, PA 19103-4797

CARLISLE CORP., TENSOLITE DIVISION (0175)

Carlisle Corp., Tensolite Division
c/o Carlisle Corp.
Mr. Michael Roberson
250 South Clinton St.
Suite 201
Syracuse, NY 13202

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CARRIS REELS-RELATED PARTIES/FACILITIES (GRP020)

Bridge Mfg. Co., Inc. (Enfield, CT) (0146)
Bridge Mfg. Co. (Hayardville, CT) (4066)

CARRIS REELS-RELATED PARTIES/FACILITIES
c/o Ryan Smith & Carbine, Ltd.
Ms. Elizabeth A. Glynn
98 Merchants Row
PO Box 310
Rutland, VT 05702

CASKRAFT, INC. (0182)

Mr. Vernon F. Chase, President
Caskraft, Inc.
Railroad Depot/Beebe River
PO Box 1318
Campton, NH 03223

CENTURY FIREPLACE FURNISHING (6044)

Mr. Russell Detuzzi, President
Century Fireplace Furnishing
4 Whippetree Ln.
Old Lyme, CT 06371-1434

CHAMBERLAIN MANUFACTURING (0192)

Chamberlain Manufacturing
c/o Jones Day
Mr. Michael F. Dolan
77 West Wacker Dr.
Suite 3500
Chicago, IL 60601

CHAMPION INTERNATIONAL CORP.-CHAMPION RETAIL (0193)

Champion International Corp.-Champion Retail
c/o International Paper Co.
Mr. Kim Stollar
International Place I
6400 Poplar Ave.
Memphis, TN 38197

CHARLIE ARMENT TRUCKING (5312)

Mr. Charlie Arment, Owner
Charlie Arment Trucking
47 Warehouse St.
Springfield, MA 01118

CHARTPAK (0199)

Chartpak
c/o Proskauer Rose LLP
Ms. Gail S. Port
1585 Broadway
New York, NY 11375

CHELSEA INDUSTRIES-RELATED PARTIES/FACILITIES (GRP166)

Maynard Plastics Company, Inc. (0685)
Pyrotex (5294)

Maynard Plastics Company, Inc.
c/o Posternak, Blankstein & Lund
Mr. David Li
Prudential Tower
800 Boylston St.
Boston, MA 02199

CHELSEA INDUSTRIES-RELATED PARTIES/FACILITIES (GRP166)

Maynard Plastics Company, Inc. (0685)
Pyrotex (5294)

Pyrotex
c/o Posternak, Blankstein & Lund
Mr. David Li
Prudential Tower
800 Boylston St.
Boston, MA 02199

CHEMICAL COATINGS (PROVIDENCE, RI) (0204)

Chemical Coatings (Providence, RI)
c/o Blish & Cavanagh
Mr. Scott Spear
30 Exchange Ter.
Providence, RI 02903

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CHEMICAL DEVELOPMENT CORPORATION (4531)

Chemical Development Corporation
c/o CDC International, Inc.
Mr. Brian Turbity, President
109 Main St.
Amesbury, MA 01913

CHEM-PAK CORPORATION (0208)

Mr. Gerald M. Gannon, President
Chem-pak Corporation
167 Mill St.
Cranston, RI 02905

CHR INDUSTRIES, INC. (0212)

CHR Industries, Inc.
c/o Saint-Gobain Corporation
Ms. Lauren Alterman
750 E. Swedesford Rd.
Valley Forge, PA 19482

CIBA-GEIGY-RELATED PARTIES/FACILITIES (GRP150)

Ciba-Geigy Corporation (0214)
Hamblet & Hayes Company (4168)

CIBA-GEIGY-RELATED PARTIES/FACILITIES

c/o Foley Hoag LLP
Mr. Robert Sanoff
155 Seaport Blvd.
Boston, MA 02210-2600

CITY OF WOBURN (0219)

Mr. John C. Curran, Mayor
City of Woburn
Woburn City Hall
10 Common St.
Woburn, MA 01801

CODMAN COMPANY, THE (5202)

Mr. Robert B. Cleary, President
Codman Company, The
50 Rows Wharf
Suite 400
Boston, MA 02110

CHEMICAL SALES & SERVICES (4091)

Chemical Sales & Services
c/o Chemical Sales & Service Co., Inc.
Mr. Barry E. Soloman, President
61 Fremont St.
Worcester, MA 01603

CHEM-TECH RUBBER (0209)

Mr. Bradley Kronstat
Chem-Tech Rubber
PO Box 8908
New Haven, CT 06532

CHROMIUM PROCESS CO., THE (4093)

Mr. Daniel Martin
Chromium Process Co., The
113 West Canal St.
Shelton, CT 06484

CITY OF TORRINGTON (0218)

Mr. Albert Vasko
City of Torrington
140 Main St.
Torrington, CT 06790

COATING SCIENCES, INC. (0226)

Coating Sciences, Inc.
c/o Coating Sciences / Scapa N.A.
Mr. Rick Niklarz
PO Box 704
111 Great Pond Dr.
Windsor, CT 06095

COMPO INDUSTRIES-RELATED PARTIES/FACILITIES (GRP004)

Compo Industries (0242)
Compo Industries, Pandel Bradford Div. (0796)

COMPO INDUSTRIES-RELATED PARTIES/FACILITIES

c/o Compo Ind.
Mr. Henry Lasman
56 Hillcrest Dr.
Falmouth, MA 02540

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CONARC (0245)

Mr. Lynford Dayton, President
Conarc
School St.
PO Box 24
Terryville, CT 06786

CONCRETE SOLUTIONS (0251)

Mr. Kenneth W. Welch, President
Concrete Solutions
784 Old Colony Rd.
Meriden, CT 06450

CONVERTS DESIGN & ART COMPANY (1124)

Mr. Jacques Lilly, President
Converts Design & Art Company
West Bridgewater Hill
Bridgewater, VT 05035

CURTIS PRODUCTS (7021)

Mr. Ronald Weintraub, President
Curtis Products
97 Sharon Rd.
PO Box 11190
Waterbury, CT 06705

CUSTOM COATING & LAMINATING COMPANY (0279)

Mr. Roger Plourde, President
Custom Coating & Laminating Company
14 Sears Rd.
Southborough, MA 17721-102

D.C.I. (DESIGN CONTEMPO) CORPORATION (0292)

Mr. Henry Kober, President
D.C.I. (Design Contempo) Corporation
265 South Main St.
Lisbon, NH 03585

CONCORD LITHO COMPANY (0250)

Concord Litho Company
c/o Concord Litho Group, Inc.
Mr. Peter Cook
92 Old Turnpike Rd.
Concord, NH 03301

CONGRAF (0252)

Ms. Herminia Andrade, President
Congraf
51 Winter St.
Rehoboth, MA 02769-1733

COOPER INDUSTRIES-RELATED PARTIES/FACILITIES (GRP105)

Arrow-Hart, Inc., Dano Division (0067)
Crouse-Hinds Aviation Lighting (0272)
New England Die Casting (4243)
Dano Electric (4580)
Cooper Industries, Arrow Hart Div. (5094)

COOPER INDUSTRIES-RELATED PARTIES/FACILITIES

c/o Cooper Industries, Inc.
Mr. Ronald Sandberg
PO Box 4446
Houston, TX 77210-4446

CUSTOM CHEMICAL (1241)

Mr. Robert Vielee, President
Custom Chemical
30 Paul Kohner Pl.
Elmwood Park, NJ 07407

D & M AUTO BODY (0282)

Mr. Donald Mazzeo, President
D & M Auto Body
48 Joy St.
Somerville, MA 02143

D.G.C. AUTO BODY (0307)

Mr. Donald Crecco
D.G.C. Auto Body
185 Park St.
Medford, MA 02155

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DAMPNEY COMPANY, THE (0283)

Dampney Company, The
c/o Eckert Seamans Cherin & Mellott
Mr. Donald Burnham
One International Plaza
Boston, MA 02110

DARWORTH COMPANY (0288)

Darworth Company
c/o Robinson & Cole
Mr. Richard Smith
280 Trumbull St.
Hartford, CT 06103-3597

DELKER CORPORATION, THE/ROBERT HUNSICKER (0297)

Delker Corporation, The/Robert Hunsicker
c/o Carey Law Office
Mr. Austin Carey
PO Box 370356
West Hartford, CT 06137-0356

DEXTER-RELATED PARTIES/FACILITIES (GRP005)

Dexter Corp., The, C.H. Dexter Division (0305)
Dexter Corporation, Midland Division (0306)
Chemical Coatings (Rocky Hill, CT) (4092)

DEXTER-RELATED PARTIES/FACILITIES
c/o Akzo Nobel Coatings, Inc.
Mr. Douglas Butler
2031 Nelson Miller Pkwy.
Louisville, KY 40223

DIELECTRIC POLYMERS, INC. (0309)

Dielectric Polymers, Inc.
c/o Bulkley, Richardson and Gelinas, LLP
Mr. Christopher Myhrum
1500 Main St.
Suite 2700
Springfield, MA 01115-5507

DOSSERT CORPORATION (0316)

Mr. Charles Pastor
Dossert Corporation
500 Captain Neville Dr.
Waterbury, CT 06705

DANIEL GOODISON, INC. (0285)

Mr. Joseph Mahoney, President
Daniel Goodison, Inc.
97 Nutmeg Ln.
PO Box 412
Glastonbury, CT 06033

DEITSCH PLASTICS CO., INC. (0296)

Mr. Mordecai Deitsch, President
Deitsch Plastics Co., Inc.
14 Farwell St.
West Haven, CT 06516

DESIGN LABEL MANUFACTURING COMPANY (0302)

Design Label Manufacturing Company
c/o Senning & Rieder
Mr. Richard Rieder
16 Saybrook Rd.
Essex, CT 06426

DICICCO'S AUTO BODY (5322)

Mr. Tony Diccico
Dicicco's Auto Body
18 South Ave.
Natick, MA 01760

DINO CORPORATION (0128)

Mr. Paul R. Nanni, Vice President / Secretary
Dino Corporation
23 Upson Ave.
Winsted, CT 06098

DUDLEY STREET AUTO BODY (0318)

Mr. Ed Whalen, Owner
Dudley Street Auto Body
34 Dudley St.
Arlington, MA 02476

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DUPONT-RELATED PARTIES/FACILITIES (GRP079)

Tau Laboratories (0994)
E.I. Dupont Co. (4716)

DUPONT-RELATED PARTIES/FACILITIES

c/o Dupont Legal
Ms. Leslie Nugent Norris
D 7083
1007 Market St.
Wilmington, DE 19898

DURHAM MANUFACTURING COMPANY, THE (0319)

Mr. John Gowac
Durham Manufacturing Company, The
201 Main St.
PO Box 230
Durham, CT 06422

DWIGHT R. JUDSON CO|AMBION CORP./JOHN R. HESS, INC (0320)

Dwight R. Judson Co|Ambion Corp./John R. Hess, Inc
c/o Ambion Corporation
Mr. Donald F. Shopis, Vice President
37 Naugatuck Dr.
Naugatuck, CT 06770

DWIGHT R. JUDSON CO|AMBION CORP./JOHN R. HESS, INC (0320)

Dwight R. Judson Co|Ambion Corp./John R. Hess, Inc
c/o John R. Hess and Company, Inc.
Mr. Peter Y. Hess, President
400 Station St.
PO Box 3615
Cranston, RI 02910

E. NORRIS BROWN CO., INC. (8035)

E. Norris Brown Co., Inc.
c/o Recovery Express, Inc.
Mr. Thomas R. Trafton, President
180 Canal St.
Boston, MA 02114

E.J. GAISSER, INC. (0325)

Mr. John P. McCue
E.J. Gaisser, Inc.
49 Liberty Pl.
Stamford, CT 06902

EASCO ALUMINUM-EASTERN EXTRUSION CORP. (0330)

Easco Aluminum-Eastern Extrusion Corp.
c/o Saul Ewing LLP
Ms. Virginia White
750 College Rd. East
Suite 100
Princeton, NJ 08540-6617

EAST COAST ENVIRONMENTAL (1169)

Daryle H. Dunlap, Principle
East Coast Environmental
275 Kennedy Rd.
Windsor, CT 06095

EASTERN COLOR PRINTING COMPANY, THE (0332)

Mr. David Lackenby
Eastern Color Printing Company, The
70 Davenport Hill Rd.
Avon, CT 06001

EASTERN ETCHING COMPANY (4129)

Eastern Etching Company
c/o Greenberg Traurig
Mr. Hamilton Hackney
One International Pl.
Boston, MA 02110

EASTERN LACQUER CORP.-EASTERN CHEM-LAC (0334)

Mr. David Liebman
Eastern Lacquer Corp.-Eastern Chem-Lac
1100 Eastern Ave.
Malden, MA 02148

ELECTROCAL DIVISION (1160)

Electrocal Division
c/o Illinois Tool Works, Inc.
Mr. Ken Brown
3600 West Lake Ave.
Glenview, IL 60025

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ELECTRO-FILMS, INC., SEMI-FILMS DIVISION (0344)

Electro-Films, Inc., Semi-Films Division
c/o Vishay Electro Films, Inc.
Mr. Jean D. Madden, Jr., President
Warwick Central Industrial Park
111 Gilbane St.
Warwick, RI 02886

ELECTROLUX CORPORATION (0345)

Electrolux Corporation
c/o Foley Hoag LLP
Mr. Robert Sanoff
155 Seaport Blvd.
Boston, MA 02210-2600

ENCON (1195)

Mr. John F. Ramsey, President
Encon
98 Langs Ln.
Newmarket, NH 03857

ENERGY MAINTENANCE CORPORATION (0351)

Energy Maintenance Corporation
c/o The Exchange
Mr. Jack Haeflich
270 Farmington Ave.
Suite 160
Farmington, CT 06032

ENGINEERED YARNS, INC. (0353)

Engineered Yarns, Inc.
c/o Little, Medeiros, Kinder, Bulman & Whitney
Mr. Daniel K. Kinder
72 Pine St.
Providence, RI 02903

ENGLEHARD INDUSTRIES, INC. (0354)

Englehard Industries, Inc.
c/o Engelhard Corporation
Mr. Scott Clearwater
101 Wood Ave. South
Iselin, NJ 08830

ENTHONE INCORPORATED (0355)

Mr. Timothy Burgess
Enthone Incorporated
350 Frontage Rd.
West Haven, CT 06516-4130

ENVIRONMENTAL WASTE REMOVAL (5363)

Environmental Waste Removal
c/o Environmental Waste Resources c/o D'Addario, Inc.
Mr. Nick Vitti
333 State St.
Bridgeport, CT 06604

ESSEX ENGINEERING COMPANY (0360)

Essex Engineering Company
c/o Essex Products Group
Mr. Robert P. Perfetto, Owner
Industrial Timer Company
30 Industrial Park Rd.
Centerbrook, CT 06490

EST-MORE REALTY (5328)

Est-More Realty
c/o Est-Mort Realty Mgmt., Inc.
Mr. Pat Steriti
PO Box 6186
Chelsea, MA 02150

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ETHAN ALLEN-RELATED PARTIES/FACILITIES (GRP006)

Ethan Allen Inc., Beecher Falls Div. (0362)
Ethan Allen, Island Pond Div. (1147)
Ethan Allen, Burnham Div. (1148)
Ethan Allen, Whitney Div. (1170)
Ethan Allen, Inc., Orleans Div. (1228)

ETHAN ALLEN-RELATED PARTIES/FACILITIES

c/o Foley Hoag LLP
Mr. Robert Sanoff
155 Seaport Blvd.
Boston, MA 02210-2600

FAIRCHILD-RELATED PARTIES/FACILITIES (GRP129)

Fairchild Semi-Conductor (0377)
Fairchild Test Systems (6056)

FAIRCHILD-RELATED PARTIES/FACILITIES

c/o Schlumberger Limited
Mr. Cliff Kirchof
225 Schlumberger Dr.
Sugarland, TX 77478

FENNER AMERICA, LTD. (0379)

Fenner America, Ltd.
c/o Fenner America
Mr. Ben Ficklen
8720 Red Oak Blvd., Suite 510
Charlotte, NC 28217

FISH CHEM. & EQUIP., INC./FISH-CALLAHAN CHEMICAL (0384)

Fish Chem. & Equip., Inc./Fish-Callahan Chemical
c/o Fish Chemical & Equipment, Inc.
Mr. G. Franklin Fish, President
35 Independence Dr.
Foxboro, MA 02035-5214

FRANK J. COSCINA ASSOCIATES (5196)

Mr. Carl Hale
Frank J. Coscina Associates
244 Percival Ave.
Kensington, CT 06037

FAHEY'S TIRE CENTER, INC. (5092)

Mr. Jim Fahey, Owner
Fahey's Tire Center, Inc.
28 New Salem St.
Wakefield, MA 01880

FAIRPRENE INDUSTRIAL PRODUCTS COMPANY, INC. (0378)

Fairprene Industrial Products Company, Inc.
c/o BBA U.S. Holdings
Mr. Gregory Murrer
401 Edgewater Pl.
Suite 670
Wakefield, MA 01880

FIBERCOTE INDUSTRIES, INC. (0381)

FiberCote Industries, Inc.
c/o Schwartz Kelly, LLC
Mr. Gregory J. Schwartz
50 Beaver Ave.
Annandale, NJ 08801

FISH CHEM. & EQUIP., INC./FISH-CALLAHAN CHEMICAL (0384)

Fish Chem. & Equip., Inc./Fish-Callahan Chemical
c/o Callahan Chemical Company, Inc.
Mr. Edmund F. Burke, President
200 Industrial Ave.
Ridgefield Park, NJ 07660

FREUDENBERG-NOK-RELATED PARTIES/FACILITIES (GRP115)

Disogrin Industries Corp. (0312)
Freudenberg-NOK General Partnership (5205)

FREUDENBERG-NOK-RELATED PARTIES/FACILITIES

c/o Freudenberg-NOK
Mr. David Lawson
47690 East Anchor Ct.
Plymouth, MI 48170

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FRISMAR, INC. (0404)

Frismar, Inc.
c/o American Coated Products, Inc.
Mr. Mark V. Bertelsen
PO Box 918
Clinton, CT 06413

GALAXY AUTO BODY (0412)

Mr. Daniel Gentilucci, Owner/President
Galaxy Auto Body
8 Border St.
West Newton, MA 02465

GENCORP-RELATED PARTIES/FACILITIES (GRP122)

G.T.R. Coated Fabrics Company (0446)
Bolta Products (4049)

GENCORP-RELATED PARTIES/FACILITIES

c/o GenCorp Inc.
Ms. Cindy Caulk
PO Box 13222, 2001/0330
Sacramento, CA 95813-6000

GENERAL CHEMICAL-RELATED PARTIES/FACILITIES (GRP041)

General Chemical Corp. (Framingham, MA) (1189)
General Chemical Corp. (Boston, MA) (4494)

GENERAL CHEMICAL-RELATED PARTIES/FACILITIES

c/o General Chemical Corp.
Mr. Michael Persico
201 South First St.
Elizabeth, NJ 07206

GENERAL ELECTRIC-RELATED PARTIES/FACILITIES (GRP037)

General Electric Co. (Schenectady, NY) (0421)
General Electric Co., Plastics Department (1184)
General Electric Co. (Chelsea, MA) (1185)
General Electric (Bristol, CT) (4479)
General Electric (Lynn, MA) (4489)
General Electric (Plainville, CT) (4616)

GENERAL ELECTRIC-RELATED PARTIES/FACILITIES

c/o General Electric Company-CEP
Ms. Scott Lehecka
320 Great Oaks Blvd.
Suite 319
Albany, NY 12203

GENERAL FOODS CORP., CARTON AND CONTAINER DIV. (0422)

General Foods Corp., Carton and Container Div.
c/o Kraft Foods, Inc.
Mr. Philip McAndrew
Three Lakes Dr. (NF335)
Northfield, IL 60093-2753

GENERAL MOTORS RELATED PARTIES/FACILITIES (GRP127)

New Departure Hyatt Bearings-Div. General Motors (0423)
General Motors Corp., Fisher Body Div. (4684)
Hyatt Bearings (6025)

GENERAL MOTORS RELATED PARTIES/FACILITIES

c/o General Motors Corp.
Ms. Linda Bentley
300 Renaissance Center
MC 482-C24-D24
Detroit, MI 48243

GEORGE NEWMAN & CO.-RELATED PARTIES/FACILITIES (GRP099)

Biddeford Industries (0123)
George Newman & Co. (1188)
GWN Co. (3007)

GEORGE NEWMAN & CO.-RELATED PARTIES/FACILITIES

c/o Robus Leather Co.
Ms. Jenny Wendel
1100 W. Hutchinson Ln.
Madison, IN 47250

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GEORGE SCHMITT & CO.-RELATED PARTIES/FACILITIES
(GRP042)

George Schmitt and Co. (Branford, CT) (1190)
George Schmitt and Co. (Guilford, CT) (4510)

GEORGE SCHMITT & CO.-RELATED PARTIES/FACILITIES
c/o George Schmitt and Company
Mr. J. Philip Smyth
251 Boston Post Rd.
Guilford, CT 06437

GILLETTE COMPANY, THE (4156)

Gillette Company, The
c/o McDonough, Hacking, Neumier & Lavoie, LLP
Mr. Christopher W. Costello
6 Beacon St.
Suite 815
Boston, MA 02108

GINTZLER GRAPHICS, INC. (0434)

Ms. Julie Brodzik
Gintzler Graphics, Inc.
100 Lawrence Bell Dr.
Buffalo, NY 14221

GLYPTAL-RELATED PARTIES/FACILITIES (GRP084)

Glyptal, Inc. (0437)
Merrimack Ind. Finishes/Coulter Fibres, Inc. (0695)

GLYPTAL-RELATED PARTIES/FACILITIES
c/o Glyptal, Inc.
Mr. William Hoag
305 Eastern Ave.
Chelsea, MA 02150

GOLDSHIELD/DETREX (3004)

Goldshield/Detrex
c/o Detrex Corp.
Mr. Robert Currie
24901 Northwestern Highway
Suite 410
Southfield, MI 48075

GRODEL MANUFACTURING CO. (7035)

Grodel Manufacturing Co.
c/o Duffy & Fasano
Mr. Michael A. Fasano, Atty for James Cassidy & Ricky Owen
1625 Straits Turnpike
Middlebury, CT 06762

GIERING METAL FINISHING COMPANY, INC. (0430)

Mr. Fred Scognamillo
Giering Metal Finishing Company, Inc.
2655 State St.
Hamden, CT 06517

GILS QUALITY AUTO BODY, INC. (0432)

Mr. John F. Bresnihan, President
Gils Quality Auto Body, Inc.
3 Childs Rd.
Lexington, MA 02421

GLOUCESTER MARINE RAILWAY CORPORATION (0436)

Ms. Viking Gustafson
Gloucester Marine Railway Corporation
81 Rocky Neck Ave.
Gloucester, MA 01930

GM AUTO BODY REPAIRS (0438)

Mr. George Mourgis, President
GM Auto Body Repairs
64 Crafts St.
Newton, MA 02458

GOTHAM INK OF NEW ENGLAND (0439)

Mr. William Olson
Gotham Ink of New England
255 E. Main St.
Marlboro, MA 01752

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(Alphabetical order)

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GRODEL MANUFACTURING CO. (7035)

Grodel Manufacturing Co.
c/o Alto Products Corp.
Mr. Randy Sowers, Special Markets Sales
One Alto Way
PO Box 1088
Atmore, AL 36504

GTE SYLVANIA-RELATED PARTIES/FACILITIES (GRP015)

GTE Sylvania, Wallmet East Div. (Naugatuck, CT) (0444)
GTE Sylvania Inc. (Ipswich, MA) (0445)
GTE Products Corp., Parts Div. (3002)

GTE SYLVANIA-RELATED PARTIES/FACILITIES

c/o GTE Operations Support Incorporated
Ms. Jean Agostinelli
One Verizon Way
Mailcode: VC34W453
Basking Ridge, NJ 07920-1097

GUARD ALL CHEMICAL COMPANY, INC. (0447)

Guard All Chemical Company, Inc.
c/o McCarter & English
Ms. Jane Kimball Warren, Attorney
City Place I
185 Asylum St.
Hartford, CT 06103

GUILFORD GRAVURE, INC. (0448)

Mr. William Smith
Guilford Gravure, Inc.
251 Boston Post Rd.
Guilford, CT 06437

H & H SCREW PRODUCTS MANUFACTURING COMPANY (4165)

H & H Screw Products Manufacturing Company
c/o Greystone, Inc.
Mr. David Lippy, Secretary
1 Greystone Dr.
North Providence, RI 02911

H.B. FULLER-RELATED PARTIES/FACILITIES (GRP078)

H.B. Fuller Co. (0483)
Terrell Corp., The (1003)

H.B. FULLER-RELATED PARTIES/FACILITIES

c/o H.B. Fuller Company
Mr. Tim Keenan, Department of General Counsel
1200 Willow Lake Blvd.
St. Paul, MN 55110

HAARTZ AUTO FABRIC COMPANY (0457)

Haartz Auto Fabric Company
c/o Haartz Corp.
Mr. Richard Hatfield
87 Hayward Rd.
Acton, MA 01720

HALLIDAY LITHOGRAPHS-RELATED PARTIES/FACILITIES
(GRP002)

Halliday Lithographs (Hanover, MA) (0063)
Halliday Lithographs (Plympton, MA) (0460)

HALLIDAY LITHOGRAPHS-RELATED PARTIES/FACILITIES

c/o Wactor & Wick LLP
Mr. William D. Wick
180 Grand Ave.
Suite 950
Oakland, CA 94612

HAMPDEN COLOR AND CHEMICAL COMPANY (0461)

Hampden Color and Chemical Company
c/o CSC the United States Corporation Company
84 State St.
Boston, MA 02109

HAMPDEN PAPER-RELATED PARTIES/FACILITIES (GRP121)

Hampden Papers, Inc. (0462)
Hampden Glazed Paper (4172)

HAMPDEN PAPER-RELATED PARTIES/FACILITIES

c/o Hampden Papers, Inc.
Mr. John Phelps
100 Water St.
PO Box 149
Holyoke, MA 01041

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HAMPFORD RESEARCH, INC.-HAMPFORD CHEMICALS (0463)

Hampford Research, Inc.-Hampford Chemicals
c/o Hampford Research, Inc.
Mr. Leo Grondine
54 Veterans Blvd.
Stratford, CT 06497

HAN-DEE SPRING AND MANUFACTURING COMPANY (0465)

Han-Dee Spring and Manufacturing Company
c/o The Colonial / Han Dee Spring Company, LLC
Mr. Stuart Small, Board Member
95 Valley St.
PO Box 1079
Bristol, CT 06010

HANDY & HARMAN-RELATED PARTIES/FACILITIES (GRP138)

American Chemical & Refining Company, Inc. (0041)
Handy & Harman (0466)
Consolidated Tube (Waterbury, CT) (4589)
Consolidated Tube Fabricating (Wolcott, CT) (4663)
Connecticut Form Corporation (7017)

HANDY & HARMAN-RELATED PARTIES/FACILITIES

c/o Handy & Hermon
Mr. David L. Kelley
828 Veterans Memorial Pkwy.
E. Providence, RI 02914

HARRIS SEMI-CONDUCTOR (0473)

Harris Semi-Conductor
c/o Holland & Knight
Mr. Robert Rhodes
One Atlantic Center, Suite 2000
1201 West Peachtree St., NE
Atlanta, GA 30309-3400

HARTFORD COURANT, THE (0479)

Hartford Courant, The
c/o Robertson, Freilich, Bruno & Cohen, LLC
Mr. Irvin Freilich
One Riverfront Plaza
4th Floor
Newark, NJ 07102

HAZEN PAPER COMPANY (0482)

Mr. Timothy R. McDonald
Hazen Paper Company
240 South Water St.
PO Box 189
Holyoke, MA 01041

HELIKON FURNITURE CO., INC. (0485)

Mr. Jeff Swiggette, General Manager
Helikon Furniture Co., Inc.
607 Norwich Ave.
Taftville, CT 06380

HEMINWAY & BARTLETT MANUFACTURING CO., THE (0486)

Heminway & Bartlett Manufacturing Co., The
c/o Troutman Sanders LLP
Mr. Robert Carmen
405 Lexington Ave.
The Chrysler Bldg.
New York, NY 10174

HEMINWAY CORPORATION (0487)

Heminway Corporation
c/o Heminway Packaging Corp.
Mr. Donald Droppo
44 Berkshire Rd.
Sandy Hook, CT 06482

HERCULES INCORPORATED (4843)

Mr. Richmond Williams
Hercules Incorporated
Hercules Plaza, Rm. 8325 SE
1313 N. Market St.
Wilmington, DE 19894-0001

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(Alphabetical order)

HICKS AND OTIS PRINTS, INC. (0496)

Mr. Steven Crovatto
Hicks and Otis Prints, Inc.
9 Wilton Ave.
PO Box 188
Norwalk, CT 06852

HOAGUE-SPRAGUE LEASING COMPANY/HOAG SPRAGUE CORP.
(5245)

Hoague-Sprague Leasing Company/Hoag Sprague Corp.
c/o Hoague Sprague Corporation
Mr. Alvin L. Nigrosh
7 Cabot Rd.
Wayland, MA 01778

HOAGUE-SPRAGUE LEASING COMPANY/HOAG SPRAGUE CORP.
(5245)

Hoague-Sprague Leasing Company/Hoag Sprague Corp.
c/o Hoague-Sprague Leasing Company, Inc.
Mr. Charles F. Albert, President
73 Ward Hill Ave.
Haverhill, MA 01835

HOLTS, INC. (0511)

Holts, Inc.
c/o Holts Precision, Inc.
Mr. Fernand Nadeau, President
78 Batson Dr.
Manchester, CT 06040

HOPEWELL PRECISION, INC. (0515)

Mr. Richard Skeen
Hopewell Precision, Inc.
PO Box 551
Hopewell Junction, NY 12533

HOWE FOLDING FURNITURE COMPANY (0517)

Howe Folding Furniture Company
c/o Updike, Kelly & Spellacy
Mr. Mark Zimmermann
One State St.
24th Floor
Hartford, CT 06123

HOYT & WORTHEN TANNING CORPORATION (0518)

Mr. Charles Hoyt
Hoyt & Worthen Tanning Corporation
3115 Gulf Shore Blvd. N
Apt. 2055
Naples, FL 34103

HUBBARD-HALL CHEMICAL COMPANY (4183)

Hubbard-Hall Chemical Company
c/o Hubbard-Hall, Inc.
Ms. Margaret Hart
563 S. Leonard St.
PO Box 790
Waterbury, CT 06725

HUMPHREY CHEMICAL COMPANY, THE (0522)

Humphrey Chemical Company, The
c/o Cambrex Corp.
Ms. Mary Fletcher
One Meadowlands Plaza
E. Rutherford, NJ 07073

I.C.I. AMERICAS-RELATED PARTIES/FACILITIES (GRP025)

I.C.I. Americas, Inc. (0526)
Permuthane, Div. of Beatrice Foods Co. (0815)
Polyvinyl Chemical Industries (0837)
Stahl Finish (Corwin St.) (0967)
Beatrice Chemical Co.-United Finish Co. (1035)
Stahl Finish (Howley St.) (1231)
ICI Resins U.S. (1256)

I.C.I. AMERICAS-RELATED PARTIES/FACILITIES

c/o Ropes & Grey
Mr. Colburn T. Cherney
One Metro Center, Suite 900
700 12th St., NW
Washington, DC 20059-3948

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IDEAL TAPE COMPANY (0527)

Mr. Henry Winkleman
Ideal Tape Company
57 River St.
Wellesley Hills, MA 02481

INDUSOL, INC. (0534)

Mr. John Connor
Indusol, Inc.
11 Depot St.
PO Box 723
Sutton, MA 01590

INDUSTRIAL POLYMERS & CHEMICALS, INC. (0535)

Industrial Polymers & Chemicals, Inc.
c/o Foley Hoag LLP
Mr. Robert Sanoff
155 Seaport Blvd.
Boston, MA 02210-2600

INDUSTRIAL SAFETY SUPPLY COMPANY, INC. (6022)

Industrial Safety Supply Company, Inc.
c/o Industrial Safety & Supply
Mr. Henry Bonk, CEO
176 Newington Rd.
West Hartford, CT 06110

INGERSOLL-RAND-RELATED PARTIES/FACILITIES (GRP112)

Ingersoll-Rand Company (0537)
Torrington Co., Special Products Div. (1014)
Fafnir Bearing (4142)
Thomaston Spec. Tool (4335)

INGERSOLL-RAND-RELATED PARTIES/FACILITIES

c/o Foley Hoag LLP
Mr. Robert Sanoff
155 Seaport Blvd.
Boston, MA 02210-2600

**INTERNATIONAL PAPER-RELATED PARTIES/FACILITIES
(GRP089)**

Advanced Offset Plate, Inc. (0014)
Graph Coating (0440)
International Paper Company (4576)
Anitec Image Corp. (5139)
Strathmore Paper Company (5380)

INTERNATIONAL PAPER-RELATED PARTIES/FACILITIES

c/o International Paper Co.
Mr. Kim Stollar
International Place I
6400 Poplar Ave.
Memphis, TN 38197

**INTERNATIONAL STENCIL-RELATED PARTIES/FACILITIES
(GRP076)**

International Stencil (0544)
International Chemical (1212)

INTERNATIONAL STENCIL-RELATED PARTIES/FACILITIES

c/o S.M. White & Son's, Inc.
Mr. Richard W. Misch
30 Baggy Wrinkle Cove
Warren, RI 02885

**INTERNATIONAL STENCIL-RELATED PARTIES/FACILITIES
(GRP076)**

International Chemical (1212)
International Stencil (0544)

Mr. Charles G. Chitto

International Stencil
32 Greenwood St.
North Smithfield, RI 02896

IONICS INCORPORATED (0548)

Ionics Incorporated
c/o General Electric Company-CEP
Mr. Paul Hare
320 Great Oaks Office Park
Suite 319
Albany, NY 12203-5965

J.D. OFFICE FURNITURE SERVICE, INC. (0553)

J.D. Office Furniture Service, Inc.
c/o Heffernan & Farr
Mr. John C. Herrernan
650 Farmington Ave.
Hartford, CT 06105

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J.H. WINN, INC. (4192)

J.H. Winn, Inc.
c/o Textron, Inc.
Ms. Patricia Bisshopp
40 Westminster St.
Providence, RI 02903

JAMES RIVER-RELATED PARTIES/FACILITIES (GRP014)

Premoid Div./Preco Corp./International Paper (0560)
James River Graphics (0561)
Whitman Products Ltd./Preco Corporation (1095)
Whitman Skivertex Div. (1244)
James River-Fitchburg Inc. (1252)
James River Massachusetts, Inc. (1289)
Crown Zellerbach (6092)

JAMES RIVER-RELATED PARTIES/FACILITIES

c/o Georgia Pacific Corp.
Mr. Paul Montney
297 Ferry St.
Newark, NJ 07105

JAMES RIVER-RELATED PARTIES/FACILITIES (GRP014)

Premoid Div./Preco Corp./International Paper (0560)
James River Graphics (0561)
Whitman Products Ltd./Preco Corporation (1095)
Whitman Skivertex Div. (1244)
James River-Fitchburg Inc. (1252)
James River Massachusetts, Inc. (1289)
Crown Zellerbach (6092)

Preco Corp./Premoid Div.
c/o Bulkley, Richardson and Gelinas, LLP
Mr. James C. Duda
1500 Main St.
Towers Square, Suite 2700
Springfield, MA 01115-5507

JARED MANUFACTURING CO. (7042)

Mr. Ronald Frate
Jared Manufacturing Co.
25 Perry Ave.
PO Box 266
Norwalk, CT 06852

JAYFRO CORPORATION (0564)

Jayfro Corporation
c/o Jaypro Sports, LLC
Mr. Michael J. Ferrara, Member
976 Hartford Turnpike
Waterford, CT 06385

JDC TOWING, INC. (0565)

Mr. Vincent C. Manzi, Esq., Secretary
JDC Towing, Inc.
59 Jackson St.
Lawrence, MA 01840

JIM'S AUTO BODY (0567)

Mr. David Tracy, President
Jim's Auto Body
35 Webster St.
Woburn, MA 01801-1552

JOHN ARMITAGE/VOLTAX COMPANY, INC. (GRP116)

John L. Armitage & Company (0571)
Voltax Company, Inc., The (1057)

JOHN ARMITAGE/VOLTAX COMPANY, INC.

c/o Robertson, Freilich, Bruno & Cohen, LLC
Mr. Irvin Freilich
One Riverfront Plaza
4th Floor
Newark, NJ 07102

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K.J. QUINN/COURTAULDS AERO./PRC INTN'L (GRP091)

K.J. Quinn and Co., Inc. (Seabrook, NH) (0581)
K.J. Quinn and Co., Inc. (Malden, MA) (1262)

Courtaulds Aerospace, Inc./PRC-DeSoto International
c/o Hermes, Netburn, O'Connor & Spearing
Mr. Peter Netburn
265 Franklin St.
Boston, MA 02110-3113

KALART VICTOR CORPORATION (0582)

Kalart Victor Corporation
c/o Neumade Products Corporation
Mr. Greg Jones
30-40 Pecks Ln.
Newtown, CT 06470

KEELER & LONG, INC. (0589)

Keeler & Long, Inc.
c/o Jones, Day, Reavis & Pogue
Ms. Matthew Engott
One Mellon Bank Center, 31st Floor
500 Grant St.
Pittsburgh, PA 15219

KEYMARK CORPORATION (0596)

Keymark Corporation
c/o Young Sommer Ward Ritzenberg Wooley Baker & Moore
Mr. Kevin Young
Five Palisades Dr.
Executive Woods
Albany, NY 12205

KING INDUSTRIES, INC. (0600)

King Industries, Inc.
c/o Law Offices of Mark V. Burns
Mr. Mark Burns
8 Elm St.
Norwalk, CT 06850

K.J. QUINN/COURTAULDS AERO./PRC INTN'L (GRP091)

K.J. Quinn and Co., Inc. (Seabrook, NH) (0581)
K.J. Quinn and Co., Inc. (Malden, MA) (1262)

K.J. QUINN/COURTAULDS AERO./PRC INTN'L
c/o K.J. Quinn
Ms. France Turgeon Rouff
34 Folly Mill Rd.
Seabrook, NH 03874

KANTHAL-RELATED PARTIES/FACILITIES (GRP026)

Kanthal Special Alloys Corp. (Bethel, CT) (0584)
Kanthal Corp. (Stamford, CT) (4197)

KANTHAL-RELATED PARTIES/FACILITIES

c/o Jones, Damia & Kaufman
Mr. Sanford Kaufman
301 Main St.
PO Box 157
Danbury, CT 06813-0157

KEM PLASTIC PLAYING CARDS, INC. (0592)

KEM Plastic Playing Cards, Inc.
c/o KPPC, Inc.
Mr. Jeffrey A. Andrews
2400 Stafford Ave.
Suite 700
Scranton, PA 18505

KEYSTONE CEMENT CO. (5373)

Mr. Rocco Marinaro
Keystone Cement Co.
PO Box A
Bath, PA 18014

KRAMER SCRAP, INC./WTE RECYCLING INC. (0603)

Kramer Scrap, Inc./WTE Recycling Inc.
c/o WTE Corporation
Mr. M. Scott Mellen, President
7 Alfred Cir.
Bedford, MA 01730

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KRAMER SCRAP, INC./WTE RECYCLING INC. (0603)

Kramer Scrap, Inc./WTE Recycling Inc.
c/o Kramer Scrap, Inc.
Mr. Robert L. Reis, President
30 Colpitts Rd.
Weston, MA 02493

L & D SAFETY MARKING CORPORATION (0607)

Ms. Lorena Leprade, President
L & D Safety Marking Corporation
115 Industrial Ln. - Berlin
Barre, VT 05641

L.E. CARPENTER & COMPANY (0610)

Mr. Christopher Anderson
L.E. Carpenter & Company
33587 Walker Rd.
Avon Lake, OH 44012

LAKEWOOD METAL PRODUCTS (0613)

Lakewood Metal Products
c/o Philips Electronics North America
Ms. Susan McKeever
1251 Avenue of the Americas
New York, NY 10020-1104

LANCE VALVES, INC. (0614)

Mr. Jeffrey Schrott, Sales Manager
Lance Valves, Inc.
15 Enterprise Dr.
Lancaster, NY 14086

LARSON TOOL & STAMPING CO. (4204)

Larson Tool & Stamping Co.
c/o Coogan, Smith, Bennett & McGahan
Mr. Michael McGahan
PO Box 2320
Attleboro, MA 02703

LEGER'S (5231)

Leger's
c/o Waste Management, Inc.
Mr. David Morieira
4 Liberty Ln. West
Hampton, NH 03842

LEWCOTT-RELATED PARTIES/FACILITIES (GRP152)

Lewcott Chemicals & Plastics (0629)
Eli Sandman Company (4136)

LEWCOTT-RELATED PARTIES/FACILITIES

c/o Lewcott Corp.
Mr. Douglas S. Schneider
86 Providence Rd.
Millbury, MA 01527

LIBERTY OIL EQUIPMENT COMPANY, INC. (5065)

Mr. Greg Ouellette, President
Liberty Oil Equipment Company, Inc.
82 Cherry St.
East Hartford, CT 06108

LIGHTOLIER-RELATED PARTIES/FACILITIES (GRP094)

Aluminum Processing Corporation (0035)
Lightolier Corporation (0631)

Lightolier Corporation
c/o Genlyte Thomas Group LLC
Mr. Dan R. Fuller
10350 Ormsby Park
Suite 601
Louisville, KY 40223

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LILLY INDUSTRIAL-RELATED PARTIES/FACILITIES (GRP092)

Lilly Industrial Coatings, Inc. (0632)
Lilly Varnish Company of MA (Gardner, MA) (4206)
Lilly Varnish Co. (Templeton, MA) (4477)
Lilly Chemical Prod. (Templeton, MA) (4639)
Lilly Chemical (Gardner, MA) (4904)

LILLY INDUSTRIAL-RELATED PARTIES/FACILITIES

c/o The Valspar Corporation
Ms. Ronda Bayer
1101 South 3rd St.
Minneapolis, MN 55415

LINVURE COMPANY, INC. (0635)

Linvure Company, Inc.
c/o Charmoy, Stolzberg & Holian, LLP
Mr. Stanley Charmoy
233 Lewis Wharf
Boston, MA 02210

LONZA INC. (0642)

Lonza Inc.
c/o Law Office of Marla B. Rubin
Ms. Marla Rubin
PO Box 71
Mohegan Lake, NY 10547

LUKON, INC. (0647)

Lukon, Inc.
c/o Tarlow, Breed, Hart & Rogers, P.C.
Mr. Ed Tarlow
101 Huntington Ave., Suite 500
Boston, MA 02199

LYMAN-RAYTECH/RAYTECH INDUSTRIES, INC. (GRP117)

Raytech Industries, Inc. (0586)
Lyman Products Corporation (0649)
Raytech Industries, Inc./Raytech Industries, Inc. (7105)

LYMAN-RAYTECH/RAYTECH INDUSTRIES, INC.

c/o Lyman Products Corp.
Mr. Thomas Andersen
475 Smith St.
Middletown, CT 06457

LINDEN & COMPANY (4208)

Mr. Barry P. Jordan, President
Linden & Company
100 Lantern Ln.
Exeter, RI 02822

LITTON-RELATED PARTIES/FACILITIES (GRP061)

Decatone, Division of Litton Industries (0638)
Winchester Electronics, Div. of Litton Systems, Inc (0639)
New Britain Machine (4241)
Streater, Inc./Joyce Int'l/Litton Industries (4324)
Decatone Prod. (Fitchburg, MA) (4887)

LITTON-RELATED PARTIES/FACILITIES

c/o Northrop Grumman Corporation
Ms. Eileen B. Salathé Gernhard, Senior Counsel -- Environmental Law
1000 Wilson Blvd., Suite 2300
Arlington, VA 22209

LORBROOK CORPORATION (0643)

Mr. Arthur Brooks
Lorbrook Corporation
PO Box 347
Hudson, NY 12534

LUNDQUIST TOOL & MANUFACTURING CO., INC. (0648)

Lundquist Tool & Manufacturing Co., Inc.
c/o Luteo, Inc.
Mr. John Stowe
677 Cambridge St.
Worcester, MA 01610

M. SWIFT AND SONS, INC. (0652)

M. Swift and Sons, Inc.
c/o Murtha Cullina LLP, Attorney for
M. Swift and Sons, Inc. & Estate of Matthew Allen Swift
Mr. Alfred Smith, Jr.
Whitney Grove Square
Two Whitney Ave., 4th Floor
New Haven, CT 06510

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M.H. RHODES, INC. (4215)

M.H. Rhodes, Inc.
c/o Stature Electric, Inc.
Mr. Jeff Swanson
PO Box 6660
Watertown, NY 13601

MACBETH, DIV. OF KOLLMORGEN CORP. (0602)

Macbeth, Div. of Kollmorgen Corp.
c/o Danaher Corp./VideoJet Tech
Mr. Carlton Grabinski
1500 Mittel Blvd.
Wood Dale, IL 60191

MACDERMID-RELATED PARTIES/FACILITIES (GRP082)

Macdermid, Inc. (0658)
Specialty Polymers Inc. (0957)

MACDERMID-RELATED PARTIES/FACILITIES

c/o MacDermid, Inc.
Mr. John Cordani
245 Freight St.
Waterbury, CT 06702

MACE ADHESIVES & COATINGS COMPANY, INC. (0659)

Mr. James Gilloran
Mace Adhesives & Coatings Company, Inc.
Roberts Rd.
PO Box 37
Dudley, MA 01571

MACKECHNIE ELECTROSTATIC PAINT CO. (5071)

Mr. Bruce Mackechnie, President
Mackechnie Electrostatic Paint Co.
15 Ainslie Dr.
East Longmeadow, MA 01028

MAINE PEARL ESSENCE (0663)

Maine Pearl Essence
c/o EMD Chemicals Inc. (f/k/a EM Industries, Inc.)
Mr. Robert F. Hecht
480 Democrat Rd.
Gibbstown, NJ 08027

MAJILITE CO., DIV. OF MERIDIAN INDUSTRIES (0666)

Ms. Cynthia A. Kennedy
Majilite Co., Div. of Meridian Industries
1530 Broadway Rd.
Attn: Accounts Payable
Dracut, MA 01826

MALDEN AUTO BODY, INC. (0668)

Malden Auto Body, Inc.
c/o Malden Auto Body of Everett, Inc.
Mr. James Massone, President
87 Broadway
Everett, MA 02149

MAL'S TOWING & AUTOBODY (0667)

Mr. Mal Keljikian, President
Mal's Towing & Autobody
7 Massachusetts Ave.
Lexington, MA 02420

MANN INDUSTRIES, INC. (0671)

Mann Industries, Inc.
c/o Zager & Zager
Mr. Victor Zager
917 Anderson St.
Bristol, TN 37620

MARKEM CORPORATION (0676)

Mr. Richard Berry
Markem Corporation
150 Congress St.
PO Box 2100
Keene, NH 03431

MASTERS CORPORATION (0683)

Mr. Charles Aprahamian, President
Masters Corporation
260 Lawrence St.
Lowell, MA 01852

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MATTATUCK MFG. CORP./BOUTIN INDUSTRIES, INC. (4738)

Mattatuck Mfg. Corp./Boutin Industries, Inc.
c/o Boutin Industries, Inc.
Mr. Gary R. Boutin, President
4212 Brynwood Dr.
Naples, FL 34119

MATTATUCK MFG. CORP./BOUTIN INDUSTRIES, INC. (4738)

Mattatuck Mfg. Corp./Boutin Industries, Inc.
c/o Telair International
Ms. Susan Salinas, Director, Safety/Environmental
1950 Williams Dr.
Oxnard, CA 93030

MAYHEW STEEL PRODUCTS, INC. (4831)

Mr. William Lawless
Mayhew Steel Products, Inc.
199 Industrial Blvd.
Turners Falls, MA 01376

MCADOO ASSOCIATES (6106)

Mr. Edward Payer, President
McAdoo Associates
314 N West Ave.
Wenonah, NJ 08090-1738

MEAD SPECIALTY-RELATED PARTIES/FACILITIES (GRP050)

Mead Paper Specialty-Morart & Laurel Mills (0687)
Morart Gravure Corporation (4229)
Morart-Mead Co. (Holyoke, MA) (4615)
Mead Packing (4720)

MERRIAM MANUFACTURING CO., INC. (0694)

Ms. Donna Noonan, Secretary
Merriam Manufacturing Co., Inc.
153 Main St.
Durham, CT 06422-2105

MEAD SPECIALTY-RELATED PARTIES/FACILITIES

c/o Foley Hoag LLP
Mr. Martin Pentz
World Trade Center West
155 Seaport Blvd.
Boston, MA 02110-2604

MEYER PAK (4528)

Meyer Pak
c/o Millen Industries, Inc.
Mr. Nazira Wightman, Business Manager
585 South Union St.
Lawrence, MA 01843

MILLER CONTAINER (6084)

Miller Container
c/o Miller Brewing Company
Mr. Garrett W. Reich
3939 W. Highland Blvd.
Milwaukee, WI 53208-2866

MILTON CAN CO., INC. (5153)

Milton Can Co., Inc.
c/o BWAY Corporation
Mr. Leon J. Parker, Engineering and Corporate Environmental
8200 Broadwell Rd.
Cincinnati, OH 45244

MINIATURE PRECISION BEARINGS-MPB CORPORATION (5105)

Miniature Precision Bearings-MPB Corporation
c/o Timken Super Precision
Mr. Ralph Worden
7 Optical Ave.
PO Box 547
Keene, NH 03431

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MOBIL-RELATED PARTIES/FACILITIES (GRP160)

Mobil Chemical Company (0714)
Mobil Oil Corporation (8000)

MOBIL-RELATED PARTIES/FACILITIES
c/o Michael Skinner Consulting
Mr. Michael Skinner
230 Kings Highway East, #300
Haddonfield, NJ 08033

MONSANTO-RELATED PARTIES/FACILITIES (GRP055)

Monsanto Co. (0717)
Monsanto Chemical (Springfield, MA) (4227)
Monsanto Chemical (Everett, MA) (4644)

MONSANTO-RELATED PARTIES/FACILITIES
c/o Pharmacia
c/o Sidley Austin LLP
Ms. Maureen Crough
787 Seventh Ave.
New York, NY 10019

MORIN BUILDING PRODUCTS COMPANY, INC. (0721)

Mr. İlhan Eser, President
Morin Building Products Company, Inc.
685 Middle St.
Bristol, CT 06010

MURPHY, INC. (0726)

Murphy, Inc.
c/o Jacobi & Case, P.C.
Mr. David Speranzini, Esq.
300 Bic Dr.
Milford, CT 06460

NASHUA CORP.-RELATED PARTIES/FACILITIES (GRP059)

Nashua Corp. (Merrimack, NH) (0731)
Nashua Corp. (Nashua, NH) (4237)
Nashua Corp. (Keene, NH) (4707)

NASHUA CORP.-RELATED PARTIES/FACILITIES
c/o Donovan and Hatem
Mr. William Gillis
Two Seaport Ln.
Boston, MA 02210

MOHAWK FINISHING PRODUCTS, INC. (0715)

Mohawk Finishing Products, Inc.
c/o Foley Hoag LLP
Mr. Robert Sanoff
155 Seaport Blvd.
Boston, MA 02210-2600

MOORE SPECIAL TOOL COMPANY (0720)

Moore Special Tool Company
c/o Brody, Wilkinson & Ober, P.C.
Ms. Barbara S. Miller
2507 Post Rd.
Southport, CT 06890

**MORTON INTERNATIONAL-RELATED PARTIES/FACILITIES
(GRP071)**

Polymer Ind., Inc., Div. of Morton (1270)
Morton Coatings (5161)
Morton Chemical Div., Morton Thiokol, Inc. (5310)

MORTON INTERNATIONAL-RELATED PARTIES/FACILITIES

c/o Rohm and Haas Company
Mr. Jeffrey C. Wyant
100 Independence Mall West
Philadelphia, PA 19106

NARRAGANSETT COATED PAPERS CORP. (0729)

Mr. Dean N. Temkin
Narragansett Coated Papers Corp.
10 Dorrance St.
Providence, RI 02903

NASHUA MITSUBISHI/NORTH SHORE AUTO IMPORTS, INC. (5216)

Nashua Mitsubishi/North Shore Auto Imports, Inc.
c/o Nashua Mitsubishi
Mr. Jeffrey P. Thompson, Vice President
140 Daniel Webster Highway South
PO Box 648
Nashua, NH 03061-0648

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NASHUA MITSUBISHI/NORTH SHORE AUTO IMPORTS, INC. (5216) NASHUA SUBARU (5215)

Nashua Mitsubishi/North Shore Auto Imports, Inc.
c/o North Shore Auto Imports, Inc.
Mr. Leonard Leibowitz
2 Alden Rd.
Marblehead, MA 01945-1102

Mr. Robert P. Lajoie, Registered Agent
Nashua Subaru
5 Dunlap Dr.
Nashua, NH 03904

NEW ENGLAND AIRCRAFT PRODUCTS/HOWMET CORPORATION (5292) NEW ENGLAND ETCHING COMPANY, INC. (0741)

New England Aircraft Products/Howmet Corporation
c/o Karaganis, White & Magel Ltd.
Mr. Bruce White
414 New Orleans
Suite 810
Chicago, IL 60610

Mr. Walter Foester
New England Etching Company, Inc.
23 Spring St.
Holyoke, MA 01040

NEW ENGLAND PRINTED TAPE COMPANY, INC. (0740)

New England Printed Tape Company, Inc.
c/o NEPTCO
Mr. David Lloyd
30 Hamlet St.
Pawtucket, RI 02861

NEW ENGLAND VALVE INC. (6078)

New England Valve Inc.
c/o New England Valve Company
Mr. Steven Fiskio, President
421 Page St.
Suite 7
Stoughton, MA 02072

NEWPORT PLASTICS CORPORATION (0751)

Ms. Kirsten Simpson, General Manager
Newport Plastics Corporation
PO Box 988
Lyndonville, VT 05851

NORTON CO.-RELATED PARTIES/FACILITIES (GRP024)

Amplex Corporation, The (0054)
Norton Company (0770)
Farrington Texol (Walpole, MA) (4146)
Farrington Texol (Watertown, MA) (4511)
CERBEC-Ceramic Bearing Company (5017)

NORTON CO.-RELATED PARTIES/FACILITIES

c/o Saint-Gobain Corporation
Ms. Lauren Alterman
750 E. Swedesford Rd.
Valley Forge, PA 19482

NU BRITE/SICO (GRP073)

Nu Brite Chemical Co.-Kyanize Paint (1247)
Kyanize Paint, Inc. (4200)

Kyanize Paint, Inc. (old)
c/o Ropes & Gray
Mr. Colburn Cherney
One Metro Center, Suite 900
700 12th St., NW
Washington, DC 20005-3948

NU BRITE/SICO (GRP073)

Nu Brite Chemical Co.-Kyanize Paint (1247)
Kyanize Paint, Inc. (4200)

Nu Brite Chemical Co.-Kyanize Paint
c/o Foley Hoag LLP
Mr. Robert Sanoff
155 Seaport Blvd.
Boston, MA 02210-2600

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NYES JAPENAMELAC, INC. (0775)

Mr. John E. Nylander
Nyes Japenamelac, Inc.
35 Candlewood Dr.
Topsfield, MA 01983-1903

PACIFIC ANCHOR-RELATED PARTIES/FACILITIES (GRP086)

Trimont Chemicals, Inc. (1290)
Pacific Anchor Chemical Corp. (5121)
Air Products & Chemicals, Inc. (4861)

PACIFIC ANCHOR-RELATED PARTIES/FACILITIES

c/o Air Products and Chemicals, Inc.
Mr. Todd Solodar
7201 Hamilton Blvd.
Allentown, PA 18195-1501

PARKER-HANNIFIN-RELATED PARTIES/FACILITIES (GRP148)

Nichols Gray (1152)
Roberk (1279)
EIS Automotive Corporation (4130)

PARKER-HANNIFIN-RELATED PARTIES/FACILITIES

c/o Parker-Hannifin Corp.
Mr. Christopher Morgan
6035 Parkland Blvd.
Cleveland, OH 44124-4141

PATERSON STAMP WORKS (6057)

Paterson Stamp Works
c/o American Marking Systems, Inc.
Mr. John Collins, President
Paterson Stamp Division
1015 Paulison Ave.
Clifton, NJ 07011

PATS AUTO BODY (0804)

Mr. David Tauro, Owner
Pats Auto Body
161 Linwood St.
PO Box 167
Somerville, MA 02143

PEPSI-COLA BOTTLING COMPANY (5179)

Pepsi-Cola Bottling Company
c/o Foley Hoag LLP
Ms. Wendy Jacobs
155 Seaport Blvd.
Boston, MA 02210-2600

PERMACEL (0814)

Ms. Remy Quinones
Permacel
U.S. Highway No. 1
PO Box 671
North Brunswick, NJ 08903

PERVEL INDUSTRIES, INC. (0816)

Pervel Industries, Inc.
c/o Bemis Company Inc.
Mr. Jeffrey H. Curler, President
Suite 2300
222 S. 9th St.
Minneapolis, MN 55402

PHOTOCIRCUITS CORPORATION (6054)

Photocircuits Corporation
c/o Danaher Corp./VideoJet Tech
Mr. Carlton Grabinski
1500 Mittel Blvd.
Wood Dale, IL 60191

PIERCE & STEVENS CHEMICAL CORPORATION (6088)

Pierce & Stevens Chemical Corporation
c/o Sovereign Specialty Chemicals, Inc.
Mr. Kevin W. Johnston
710 Ohio St.
Buffalo, NY 14203

PILOT COMPANY (0824)

Savin Zavarella, Registered Agent
Pilot Company
85 Ashworth St.
Manchester, CT 06040

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PITNEY BOWES, INC. (0826)

Pitney Bowes, Inc.
c/o Day, Berry & Howard
Mr. Tricia A. Hought, Esq.
City Place I
Hartford, CT 06103

PLATT & LABONIA COMPANY (0827)

Mr. Vincent Labonia
Platt & Labonia Company
70 Stoddard Ave.
PO Box 398
North Haven, CT 06473

PORCE-LEN, INC. (0839)

Porce-Len, Inc.
c/o Murtha Cullina LLP
Mr. Alfred E. Smith, Jr.
2 Whitney Ave.
PO Box 704
New Haven, CT 06503-0704

POWER SEMI-CONDUCTORS-RELATED PARTIES/FACILITIES
(GRP176)

Electric Regulator Corporation (0343)
Power Semi-Conductors, Inc. (0843)

POWER SEMI-CONDUCTORS-RELATED PARTIES/FACILITIES
c/o Power Semi-Conductors, Inc.
Mr. Jim Ettinger
6189 El Camino Real #5
Carlsbad, CA 92009

PRODUCTS DESIGN & MANUFACTURING CORPORATION (6037)

Mr. Albert B. Cook, President
Products Design & Manufacturing Corporation
30 Cedar St.
Sturbridge, MA 01566-1305

QUAD-GRAPHICS, INC. (5136)

Quad-Graphics, Inc.
c/o Quad/Graphics
Mr. Tom Estock
N63 W23075 Highway 74
Sussex, WI 53089

PIX MANUFACTURING (8028)

Pix Manufacturing
c/o FRC - Electrical Industries, Inc.
Mr. Dennis King, Sales Manager
705 Central Ave.
Murray Hill, NJ 07974

POLY-METAL FINISHING INC. (0835)

Mr. Jason Kudelka
Poly-metal Finishing Inc.
1 Allen St.
Bldg 218
Springfield, MA 01108

POUGHKEEPSIE JOURNAL (0842)

Mr. Howard Lawrence
Poughkeepsie Journal
85 Civic Center Plaza
Poughkeepsie, NY 12601

PRIME TANNING COMPANY (BERWICK, ME) (0854)

Prime Tanning Company (Berwick, ME)
c/o Burns & Levinson
Mr. David Rosenblatt
125 Summer St.
Boston, MA 02110

PROVIDENCE METALLIZING CO., INC. (4275)

Providence Metallizing Co., Inc.
c/o Nixon Peabody LLP
Mr. Gregory L. Benik
One Citizens Plaza
Providence, RI 02903

QUALITY NAMEPLATE, INC. (0862)

Mr. Paul Garneau
Quality Nameplate, Inc.
Fisherhill Rd.
East Glastonbury, CT 06025

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QUEBECOR PRINTING-RELATED PARTIES/FACILITIES (GRP085)

Maxwell Graphics Providence, Inc. (0684)
Providence Gravure (0858)
Quebecor Printing Providence, Inc. (5137)

QUEBECOR PRINTING-RELATED PARTIES/FACILITIES

c/o Nixon Peabody LLP
Mr. Gregory L. Benik
One Citizens Plaza
Providence, RI 02903

RAFFI & SWANSON-RELATED PARTIES/FACILITIES (GRP080)

Raffi & Swanson (0868)
Surface Coatings, Inc. (0987)

RAFFI & SWANSON-RELATED PARTIES/FACILITIES

c/o Surface Coatings, Inc. and Raffi & Swanson, Inc.
Mr. Walter F. Greeley
100 Eames St.
Wilmington, MA 01887-3389

REFLEXITE CORPORATION (0875)

Reflexite Corporation
c/o Robinson & Cole
Mr. Richard Smith
280 Trumbull St.
Hartford, CT 06103-3597

RELIANCE-RELATED PARTIES/FACILITIES (GRP141)

Reliance Varnish Company (4287)
Reliance Universal Specialty Coating (6099)

RELIANCE-RELATED PARTIES/FACILITIES

c/o Akzo Nobel Coatings Inc.
Mr. Douglas Butler
2031 Nelson Miller Pkwy.
Louisville, KY 40223

REXALL CHEM. | SUNDOWN VITAMINS/KRAFT GENERAL FOODS
(4288)

Rexall Chem. | Sundown Vitamins/Kraft General Foods
c/o Kraft Foods, Inc.
Mr. Philip McAndrew
Three Lakes Dr. (NF335)
Northfield, IL 60093-2753

RAFFI & SWANSON-RELATED PARTIES/FACILITIES (GRP080)

Raffi & Swanson (0868)
Surface Coatings, Inc. (0987)

RAFFI & SWANSON-RELATED PARTIES/FACILITIES

c/o Allcoat Technology, Inc.
Mr. Frank Schettino, Environmental Manager
100 Eames St.
Wilmington, MA 01187-3389

REED & PRINCE MANUFACTURING COMPANY (0874)

Mr. James W. Richardson, President
Reed & Prince Manufacturing Company
8 Mohawk Dr.
Leominster, MA 01453

REICHOLD CHEMICALS (0876)

Reichhold Chemicals
c/o Reichhold Inc.
Charlotte White
PO Box 13582
Mail Stop 300A
Research Triangle Park, NC 27709

REX LEATHER (4520)

Rex Leather
c/o Rex Finishing, Inc.
Mr. Joseph Kovolyan, President
3 Woodvue Rd.
Windham, NH 03087-2112

REXENE POLYMERS (4289)

Rexene Polymers
c/o Kraft Foods, Inc.
Mr. Philip McAndrew
Three Lakes Dr. (NF335)
Northfield, IL 60093-2753

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RISDON CORP.-RELATED PARTIES/FACILITIES (GRP007)

Eyelet Specialty Co., Inc. (Wallingford, CT) (0371)
Risdon Corp., Cosmetic Container Div.(Danbury, CT) (0889)
Eyelet Specialty Co. (Waterbury, CT) (4139)
Risdon Manufacturing (Naugatuck, RI) (4290)

RISDON CORP.-RELATED PARTIES/FACILITIES

c/o Crown Cork & Seal Co.
Mr. William Gallagher
One Crown Way
Philadelphia, PA 19154

ROB-JON INDUSTRIES, INC. (8032)

Mr. Gerald E. Farrell, Jr., Registered Agent
Rob-Jon Industries, Inc.
375 Center St.
Wallingford, CT 06492

ROCKBESTOS COMPANY-CERROCK WIRE & CABLE (0189)

Rockbestos Company-Cerrock Wire & Cable
c/o Rockbestos - Surprenant Cable Corporation
Mr. Philip Borgia
20 Bradley Park Rd.
East Granby, CT 06026

ROHM TECH-RELATED PARTIES/FACILITIES (GRP097)

Derby Co., Inc., The (0301)
Rohm Tech Inc. (0902)

ROHM TECH-RELATED PARTIES/FACILITIES

c/o RohmTech, Inc.
Mr. John C. Salvatore, President
23700 Chagrin Blvd.
Beachwood, OH 44122-5554

ROSS & ROBERTS, INC. (0906)

Ross & Roberts, Inc.
c/o Bemis Company, Inc.
Mr. Carmen Ferguson
222 South 9th St.
Suite 2300
Minneapolis, MN 55402

ROBERTSHAW CONTROLS CO., MILFORD DIV. (4670)

Robertshaw Controls Co., Milford Div.
c/o Invensys / Robertshaw
Mr. Steven P. Sacco
33 Commercial St. C41-2E
Foxboro, MA 02035

ROCHE BROTHERS BARRELL & DRUM COMPANY (0897)

Mr. Thomas Roche, Director
Roche Brothers Barrell & Drum Company
161 Phoenix Ave.
Lowell, MA 01852

ROGERS CORP.-RELATED PARTIES/FACILITIES (GRP010)

Rogers Corp. (Rogers, CT) (0900)
Rogers Corp., Poron Div. (1229)
Rogers Corp. (Willimantic, CT) (4878)

ROGERS CORP.-RELATED PARTIES/FACILITIES

c/o Rackemann, Sawyer & Brewster
Mr. Michael Last
One Financial Center
Boston, MA 02111

ROSE CLEANERS (0905)

Mr. John Kim
Rose Cleaners
500 Lexington Ave.
Mount Kisco, NY 10549

ROTAIR INDUSTRIES, INC. (0908)

Ms. Christine Kudravy, President
Rotair Industries, Inc.
964 Crescent Ave.
PO Box 4098
Bridgeport, CT 06607

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ROY BROTHERS (0909)

Roy Brothers
c/o Moehrke, Mackie & Shea, PC
Mr. Eric M. DiVincenzo
137 Newbury St.
6th Floor
Boston, MA 02116

ROYAL BUSINESS-RELATED PARTIES/FACILITIES (GRP103)

Royal Business Machines (0910)
Royal Business Machines, Inc., Roytype Prod. Div. (1224)
Royal McBee Corporation (4295)
Royal Typewriter Company, Inc. (4297)
Roytyped (4525)

ROYAL BUSINESS-RELATED PARTIES/FACILITIES

c/o Simpson, Thacher & Bartlett
Mr. Adeeb Fadil
425 Lexington Ave.
New York, NY 10017

SAFETY KLEEN-RELATED PARTIES/FACILITIES (GRP029)

Safety Kleen Corp. (Milford, CT) (4298)
Safety Kleen Corp. (Cranston, RI) (4299)
Safety Kleen Corp. (Syracuse, NY) (4602)
Safety Kleen Corp. (S. Windsor, CT) (4607)

SAFETY KLEEN-RELATED PARTIES/FACILITIES

c/o Safety Kleen Corp.
Mr. Chip Duffie
5400 Legacy Dr.
Cluster II, Bldg. 3
Plano, TX 75024

SAGAMORE-RELATED PARTIES/FACILITIES (GRP022)

Cadillac Paint & Varnish Co. (Ashland, MA) (0165)
Cadillac Paint & Varnish (Allston, MA) (4077)
Colonial Lacquer & Chemical (Framingham, MA) (4097)
Sagamore Industrial Finish Corp. (4300)
Colonial Lacquer & Chemical (Ashland, MA) (4473)

SAGAMORE-RELATED PARTIES/FACILITIES

c/o Cadillac Paint and Varnish Company, Inc.
Mr. Edward Johnson, President
8989 Riverwood Cir.
New London, MN 56273-9710

SANDERS ASSOCIATES, INC. (4301)

Sanders Associates, Inc.
c/o BAE Systems Information
Mr. Thomas Tsirimokos
Legal Dept.
PO Box 868
Nashua, NH 03061-0868

SANITOIY, INC. (0924)

Mr. Thomas R. Zadek
Sanitoy, Inc.
170 Old Farm Rd.
Leominster, MA 01453

SARGENT MANUFACTURING COMPANY-SARGENT & CO. (0925)

Mr. Timothy Gazda
Sargent Manufacturing Company-Sargent & Co.
100 Sargent Dr.
New Haven, CT 06536

SCHARR INDUSTRIES, INC. (0928)

Scharr Industries, Inc.
c/o ITW Holographic & Specialty Products
Mr. Ken Brown
3600 West Lake Ave.
Glenview, IL 60025

SCHENECTADY CHEMICAL, INC. (0929)

Schenectady Chemical, Inc.
c/o SI Group, Inc.
Mr. Thomas Masterson
2750 Balltown Rd.
Schenectady, NY 12309

SEBAGO, INC. (5008)

Mr. Daniel J. Wellehan, Jr.
Sebago, Inc.
104 Curtis Rd.
Yarmouth, ME 04096

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SEBAGO, INC. (5008)

Sebago, Inc.
c/o Wolverine Worldwide, Inc.
Mr. Blake Krueger, President and CEO
9341 Courtland Dr. NE
Rockford, MI 49351

SEYMOUR BRASS TURNING CO. (0940)

Mr. Robert Koehler, Registered Agent
Seymour Brass Turning Co.
38 Collingdale Ct.
Palm Coast, FL 32137

SHANNON BOAT COMPANY (0941)

Shannon Boat Company
c/o Shannon Yachts
Mr. William Ramos, Vice President
19 Broad Common Rd.
Bristol, RI 02809

SHELL CHEMICAL COMPANY (4609)

Mr. George E. Landreth
Shell Chemical Company
PO Box 2463, One Shell Plaza
Room #1770B
Houston, TX 77252-2463

SHERWIN WILLIAMS-RELATED PARTIES/FACILITIES (GRP013)

Sherwin-Williams (Stratford, CT) (1225)
Sherwin-Williams Co., The (Medford, MA) (1226)
Sherwin Williams Co. (Wethersfield, CT) (1227)
Auto Paints Distributors, Div. of Sherwin Williams (5012)
Sherwin-Williams (Worcester, CT) (5045)

SHIPLEY COMPANY, INC. (0947)

Shiple Company, Inc.
c/o Rhome Haas-Electronic Materials
Mr. Paul Connor
455 Forest St.
Marlborough, MA 01752

SHERWIN WILLIAMS-RELATED PARTIES/FACILITIES

c/o Sherwin Williams Co.
Mr. Don McConnell
101 Prospect Ave., NW
Cleveland, OH 44115

SILVERED ELECTRONIC MICA COMPANY (SEMCO) (0949)

Mr. Alfred Vezina
Silvered Electronic Mica Company (SEMCO)
PO Box 505
Willimantic, CT 06226

SKINNER VALVE (0950)

Skinner Valve
c/o Allied Signal, Inc.
Mr. Kenneth Stroup
PO Box 2245
101 Columbia Rd.
Morristown, NJ 07962-2245

SOLVENTS RECOVERY SERVICE OF NEW JERSEY, INC. (1121)

Solvents Recovery Service of New Jersey, Inc.
c/o Safety Kleen Corp.
Mr. Chip Duffie
5400 Legacy Dr.
Cluster II, Bldg. 3
Plano, TX 75024

SPECIALTY PACKAGING PROD., DIV. ETHYL-VCA (1203)

Specialty Packaging Prod., Div. Ethyl-VCA
c/o Owens Illinois, Inc.
Ms. Susan M. Sholl
One Seagate - 25LDP
Toledo, OH 43666

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SPECTRUM COATINGS LABORATORIES, INC. (0958)

Spectrum Coatings Laboratories, Inc.
c/o Nixon Peabody LLP
Mr. Gregory L. Benik
One Financial Plaza
Providence, RI 02903

SPORT BILT (0961)

Mr. Michael Messina, President
Sport Bilt
237 Cedar St.
Somerville, MA 02145

SPRAGUE ELECTRIC-RELATED PARTIES/FACILITIES (GRP062)

Sprague Electric Co. (N. Adams, MA) (4317)
Sprague Electric Co. (Concord, NH) (4640)

SPRAGUE ELECTRIC-RELATED PARTIES/FACILITIES
c/o Great American Financial Resources, Inc.
Mr. John Gruber
PO Box 120
Cincinnati, OH 45201

SPRAYCO, INC. (0965)

Sprayco, Inc.
c/o Nixon Peabody LLP
Mr. Gregory L. Benik
One Citizens Plaza
Providence, RI 02903

STAMFORD WALL PAPER CO., INC. (0968)

Mr. John Jones
Stamford Wall Paper Co., Inc.
PO Box 4498
Stamford, CT 06907

STANADYNE, INC./STANADYNE AUTOMOTIVE CORPORATION
(4318)

Stanadyne, Inc./Stanadyne Automotive Corporation
c/o Stanadyne Corporation
Ms. Kathleen Golas
92 Deerfield Rd.
Windsor, CT 06095

STANCHEM-RELATED PARTIES/FACILITIES (GRP101)

Stanchem, Inc./Albi Div. of Cities Services (0969)
Albi Div. of Cities Service (4010)

Stanchem, Inc.
c/o Robinson & Cole
Mr. Richard Smith
280 Trumbull St.
Hartford, CT 06103-3597

STANCHEM-RELATED PARTIES/FACILITIES (GRP101)

Stanchem, Inc./Albi Div. of Cities Services (0969)
Albi Div. of Cities Service (4010)

Albi Div. of Cities Service
c/o Robinson & Cole
Mr. Richard Smith
280 Trumbull St.
Hartford, CT 06103-3597

STANLEY WORKS-RELATED PARTIES/FACILITIES (GRP068)

Bostitch-Textron (0134)
Stanley Works, The (0972)
Stanley Chem/Stanley Works (4320)
Stanley Tools (Plantsville, CT) (4647)

STANLEY WORKS-RELATED PARTIES/FACILITIES
c/o Robertson, Freilich, Bruno & Cohen, LLC
Mr. Irvin Freilich
One Riverfront Plaza
4th Floor
Newark, NJ 07102

STANLEY'S AUTO BODY (0973)

Mr. Lino Carrieri
Stanley's Auto Body
550 Pleasant St.
Watertown, MA 02472

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STATE OF VERMONT, DEPT. OF TRANSPORTATION (1059)

State of Vermont, Dept. of Transportation
c/o Vermont Agency of Transportation
Mr. Thomas Viall
National Life Building
Drawer 33
Montpelier, VT 05633-5001

STEVEN BUICK-CADILLAC/CLAIRE BUICK-CADILLAC (5125)

Steven Buick-Cadillac/Claire Buick-Cadillac
c/o Steven Buick-Cadillac, Inc.
Mr. Norman M. Methot
PO Box 387
Biddeford, ME 04005

STEVEN BUICK-CADILLAC/CLAIRE BUICK-CADILLAC (5125)

Steven Buick-Cadillac/Claire Buick-Cadillac
c/o Clair Buick Cadillac, Inc.
Mr. James Clair, President
754 Portland Rd.
Saco, ME 04072

STRATHMORE PRODUCTS, INC. (0977)

Mr. Gary Bockus
Strathmore Products, Inc.
PO Box 151
Syracuse, NY 13201

SULLIVAN PAPER-RELATED PARTIES/FACILITIES (GRP130)

Little Falls Color Print & Converting Corp. (0637)
Sullivan Paper Company (0979)

SULLIVAN PAPER-RELATED PARTIES/FACILITIES

c/o Sullivan Paper Company, Inc.
Ms. Patricia S. Gardner, Chief Financial Officer & Corporate Counsel
80 Progress Ave.
West Springfield, MA 01090

SUN CHEMICAL COMPANY (0980)

Sun Chemical Company
c/o Sequa Corp.
Mr. Leonard Pasculli
3 University Plaza
Hackensack, NJ 07601

SUPREME-LAKE MFG., INC. (0986)

Mr. Robert Fazzone
Supreme-Lake Mfg., Inc.
455 Atwater St.
PO Box 19
Plantsville, CT 06479

SYNTHETIC PRODUCTS CO. (0989)

Synthetic Products Co.
c/o Cookson Group PLC
Mr. Stephen H. Schroeder
One Cookson Pl.
Providence, RI 02903

TAPECON, INC. (0992)

Mr. Alan Davis
Tapecon, Inc.
701 Seneca St.
Buffalo, NY 14210

TECH ETCH, INC. (0995)

Tech Etch, Inc.
c/o McRoberts Roberts & Rainer, LLP
Mr. Mark W. Roberts
Exchange Place
53 State St.
Boston, MA 02109-2803

TECHNICAL COATINGS LABORATORY, INC. (0996)

Technical Coatings Laboratory, Inc.
c/o Zeisler & Zeisler
Mr. James Berman
558 Clinton Ave.
PO Box 3186
Bridgeport, CT 06605-0186

TEX-TECH INDUSTRIES, INC. (1004)

Mr. Sean Goggins
Tex-Tech Industries, Inc.
Main St.
North Monmouth, ME 04265

**Solvents Recovery Service of New England
RD/RA Special Notice Mailing List**

Enclosure A-1
(Alphabetical order)

TEXTILE PRINTS CORP. (1006)

Textile Prints Corp.
c/o General Textile Printing & Processing
Mr. Michael B. Glick, President
381 Webbs Hill Rd.
Stamford, CT 06903-4519

TITEFLEX, INC./ATLAS CORPORATION (4333)

Titeflex, Inc./Atlas Corporation
c/o Atlas Corporation
Mr. Richard E. Blubaugh, President
5052 E. Fremont Ave.
Centennial, CO 80122-2443

TOURAINÉ PAINTS, INC. (4652)

Mr. James S. Ward, III, President
Touraine Paints, Inc.
16 Sagamore Rd.
Ipswich, MA 01938-2704

TRUESDALE CHEM (4665)

Truesdale Chem
c/o Holton Street Corp.
Mr. Robert Truesdale
PO Box 576
Dover, MA 02030

TYREE BROTHERS ENVIRONMENTAL (5067)

Tyree Brothers Environmental
c/o Tyree Bros. Environmental Services
Mr. Stephen J. Tyree
208 Route 109
Farmingdale, NY 11735

U.S. NAVY AIR STATION (QUANSET POINT, RI) (4240)

U.S. Navy Air Station (Quanset Point, RI)
c/o Navy Litigation Office - Environmental Division
Mr. Stephen Banks, Attorney
720 Kennon St., SE
Washington Navy Yard
Washington, DC 20374

TITEFLEX, INC./ATLAS CORPORATION (4333)

Titeflex, Inc./Atlas Corporation
c/o Bulkley, Richardson and Gelinas, LLP
Mr. Christopher Myhrum, Attorney for Titeflex Corporation
1500 Main St.
Suite 2700
Springfield, MA 01115

TOM'S COLLISION REPAIR, INC. (1010)

Mr. John Pefsotti, Sr.
Tom's Collision Repair, Inc.
3A Edwards Rd.
Burlington, MA 01803

TROMBETTA INC. (7100)

Trombetta Inc.
c/o Farm Road Enterprises
Mr. Charles Trombetta
13 Broadmeadow Rd.
Marlborough, MA 01752

TYCO LABS.-RELATED PARTIES/FACILITIES (GRP110)

Ludlow Corporation (0645)
Ludlow Specialty Papers (0646)
Multi-Circuits, Inc. (0725)
Ludlow Packaging (5246)

TYCO LABS.-RELATED PARTIES/FACILITIES

c/o Tyco International Ltd.
Mr. Gordon R. Reynolds, Jr.
25 Forge Pkwy.
Franklin, MA 02038

U.S. ELECTRIC MOTOR (4343)

U.S. Electric Motor
c/o Pillsbury, Winthrop, Shaw, Pittman LLP
Ms. Jennifer Giblin
2300 N St., NW
Washington, DC 20037

U.S. POST OFFICE, BRONX, NY (5070)

U.S. Post Office, Bronx, NY
c/o U.S. Post Office
Mr. E.J. Bonaparte, Postmaster
815 Hutchinson River Pkwy.
Bronx, NY 10499-9799

**Solvents Recovery Service of New England
RD/RA Special Notice Mailing List****Enclosure A-1**
(Alphabetical order)

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U.S. POSTAL SERVICE, VEHICLE MAINTENANCE FACILITY (1242) U.S. PROLAM-RELATED PARTIES/FACILITIES (GRP096)

U.S. Postal Service, Vehicle Maintenance Facility
c/o Vehicle Maintenance Garage
Mr. Ray Melendez, Manager
50 Brewery St.
New Haven, CT 06511-5925

U.S. Prolam, Inc. (Stamford) (1030)
U.S. Prolam, Inc. (Waterbury) (1254)

U.S. PROLAM-RELATED PARTIES/FACILITIES
c/o U.S. Prolam, Inc.
Mr. Geoffrey Etherington, President
302 Route 81
Killingworth, CT 06419-1219

UNCAS MANUFACTURING COMPANY (4345)

Mr. Sinclair Kenney
Uncas Manufacturing Company
150 Niantic Ave.
Providence, RI 02907

UNION CAMP-RELATED PARTIES/FACILITIES (GRP164)

Chase Bag Company (0200)
Union Camp Corp. (5299)

UNION CAMP-RELATED PARTIES/FACILITIES
c/o International Paper Co.
Mr. Kim Stollar
International Place I
6400 Poplar Ave.
Memphis, TN 38197

UNIROYAL-RELATED PARTIES/FACILITIES (GRP140)

Naugatuck Footwear (4239)
U.S. Rubber Company (4342)
Shoe Hardware (4404)

UNIROYAL-RELATED PARTIES/FACILITIES
c/o Susan Shumway, PC
Ms. Susan Shumway
155 Post Rd. East
Suite 12
Westport, CT 06880

UNITED OIL RECOVERY-UNITED INDUS. SERVICES DIV. (1040)

United Oil Recovery-United Indus. Services Div.
c/o Updike, Kelly & Spellacy
Mr. Mark Zimmerman
One State St.
24th Floor
Hartford, CT 06123

UPACO ADHESIVES, INC. (1043)

Upaco Adhesives, Inc.
c/o Worthen Industries, Inc.
Ms. Eileen Morin
3 East Spit Brook Rd.
Nashua, NH 03060

UPJOHN COMPANY, THE (5243)

Upjohn Company, The
c/o Pfizer Inc.
Mr. Merrill Fliederbaum
150 East 42nd St. 150/2/75
New York, NY 10017

URETEK, INC. (1044)

Mr. Bob Kenyon
Uretek, Inc.
30 Lenox St.
PO Box 326
New Haven, CT 06513

VANDERBILT CHEMICAL CORPORATION (1047)

Vanderbilt Chemical Corporation
c/o Satterlee, Stephens, Burke & Burke
Mr. Howard A. Neuman
230 Park Ave.
11th Floor
New York, NY 10169

Solvents Recovery Service of New England
RD/RA Special Notice Mailing List
Enclosure A-1
(Alphabetical order)

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VENTURE TAPE CORP. (5159)

Mr. Gary Litman
Venture Tape Corp.
30 Commerce Rd.
Rockland, MA 02370

VERLA INTERNATIONAL LTD. (1050)

Verla International Ltd.
c/o Pober, Ross & Pasquini
Mr. Richard Pober
19 Ludlow Rd.
PO Box 710
Westport, CT 06881

VINTAGE AUTO RESTORATIONS, INC. (1055)

Mr. Donald P. Lefferts, President
Vintage Auto Restorations, Inc.
120 Prospect St.
Apt. 54
Ridgefield, CT 06877

VISTRON-RELATED PARTIES/FACILITIES (GRP177)

Prophylactic Brush/BP-America (4274)
Vistron Corporation (4706)

VISTRON-RELATED PARTIES/FACILITIES

c/o Atlantic Richfield Company
Ms. Cindy D. Kezos
6 Centerpointe Dr.
Room 6-165
La Palma, CA 90623

VITRAMON INC. (1056)

Vitramon Inc.
c/o Thomas & Betts Corp.
Mr. Michael Geiger
8155 T&B Blvd.
Memphis, TN 38125

VOLTARC TUBES, INC. (1253)

Voltarc Tubes, Inc.
c/o Voltarc Technologies, Inc.
Mr. Charles Apfel
400 Captain Neville Dr.
Waterbury, CT 06705-3811

W.A. PARSONS COMPANY (1061)

W.A. Parsons Company
c/o Parsons Family Inc.
Ms. Mary Jane Parsons
PO Box 366
Durham, CT 06422

WALLACE BARNES (4395)

Wallace Barnes
c/o Barnes Group Inc.
Mr. Kyle Pickford
123 Main St.
Bristol, CT 06010

WALNUT HILL AUTO BODY, INC. (1067)

Walnut Hill Auto Body, Inc.
c/o Stanzler, Levine & Joyce
Mr. Martin Himmelfarb
10 High St.
Boston, MA 02110

WARE CHEMICAL CORPORATION (1070)

Ware Chemical Corporation
c/o Kraft Foods, Inc.
Mr. Philip McAndrew
Three Lakes Dr. (NF335)
Northfield, IL 60093-2753

WASHBURN & DOUGHTY ASSOCIATES, INC. (1072)

Mr. Bruce Doughty, President
Washburn & Doughty Associates, Inc.
Enterprise St.
PO Box 296
East Boothbay, ME 04544

Solvents Recovery Service of New England

RD/RA Special Notice Mailing List

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(Alphabetical order)

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WATERBURY COMPANIES-RELATED PARTIES/FACILITIES
(GRP012)

Waterbury Co. (Waterbury, CT) (1074)
Waterbury Co., Inc. (Randolf, VT) (1243)

WATERBURY COMPANIES-RELATED PARTIES/FACILITIES

c/o Waterbury Companies, Inc.
Mr. Carl Contadini
64 Avenue of Industry
PO Box 1812/06/06722
Waterbury, CT 06705

WATERS PRINTING COMPANY (5129)

Mr. Douglas J. Roberts, Treasurer
Waters Printing Company
26 Severance Dr.
Londonderry, NH 03053-3118

WEBSTER AUTO BODY, INC. (1079)

Mr. Jerold A. Siegel, Manager
Webster Auto Body, Inc.
69 Webster Ave.
Somerville, MA 02143

WESTERN SEALANT-RELATED PARTIES/FACILITIES (GRP032)

Western Sealant of CT (4369)
Western Sealant of MA (Jefferson, MA) (4370)
Western Sealant of MA (Rutland, MA) (4605)

WESTERN SEALANT-RELATED PARTIES/FACILITIES

c/o American Metaseal of Connecticut, Inc.
Mr. Timothy F. Pagnam, President
336 Putnam Ave.
Hampden, CT 06517

WESTVACO-RELATED PARTIES/FACILITIES (GRP060)

Westvaco, U.S. Envelope Div. (Springfield, MA) (1089)
Westvaco, U.S. Envelope Div. (Enfield, CT) (1287)
Westvaco, U.S. Envelope Div. Engineering Dept. (1294)
U.S. Envelope (Enfield, CT) (4718)
U.S. Envelope (Springfield, MA) (4874)
Westvaco (Enfield) (5279)

WESTVACO-RELATED PARTIES/FACILITIES

c/o Foley Hoag LLP
Mr. Martin Pentz
World Trade Center West
155 Seaport Blvd.
Boston, MA 02110-2600

WATERBURY PLATING COMPANY (1075)

Waterbury Plating Company
c/o Nardozzi Realty Company
Mr. Robert P. Nardozzi, President
66 Greenhill Rd.
Middlebury, CT 06762

WEB TECHNOLOGIES, INC. (1078)

Web Technologies, Inc.
c/o JJ Converting, LLC
Mr. John Jaran
PO Box 5409
Sanford, NC 27331-5409

WEST END CHEVROLET, INC. (1081)

West End Chevrolet, Inc.
c/o West End Auto Body
Mr. Chad Mitchell, Owner
945 Moody St.
Waltham, MA 02453

WESTFIELD COATINGS-RELATED PARTIES/FACILITIES (GRP109)

Westfield Coatings Corp. (1084)
Westfield Chemical (4371)

WESTFIELD COATINGS-RELATED PARTIES/FACILITIES

c/o Foley Hoag LLP
Mr. Robert Sanoff
155 Seaport Blvd.
Boston, MA 02210-2600

WEYERHAEUSER COMPANY, WOOD PROD. DIV. (1090)

Ms. Melody Sydow
Weyerhaeuser Company, Wood Prod. Div.
Mail Stop EC2-2c1
PO Box 9777
Federal Way, WA 98063-9777

Solvents Recovery Service of New England
RD/RA Special Notice Mailing List
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WEYMOUTH ART LEATHER CO. (1091)

Weymouth Art Leather Co.
c/o Hemenway & Barnes
Mr. Timothy F. Fidgeon
60 State St.
Boston, MA 02109-1899

WHITNEY CHAIN (1097)

Whitney Chain
c/o Dresser, Inc.
Ms. Martha Bixby, Director - Environmental Health and Safety
15455 Dallas Pkwy.
Suite 1100
Addisison, TX 75001

WINSLOW AUTOMATICS, INC. (1103)

Winslow Automatics, Inc.
c/o Reid & Riege
Mr. Thomas Armstrong
1 Financial Plaza
21st Floor
Hartford, CT 06103-2603

WORCESTER CHEMICAL (4385)

Mr. George Potvin
Worcester Chemical
100 Webster St.
Worcester, MA 01603

WRIGHT LINE, INC. (4387)

Wright Line, Inc.
c/o Quarles & Brady
Mr. William Harbeck
411 E. Wisconsin Ave.
Milwaukee, WI 53202

WHITING & DAVIS CO., INC. (4379)

Whiting & Davis Co., Inc.
c/o 23 West Bacon Corporation
Mr. Thomas A. Gruppioni, CPA
555 Elm St.
North Attleboro, MA 02760-3309

WHITTAKER-RELATED PARTIES/FACILITIES (GRP045)

Chemical Products Corp. (0206)
Whittaker Corp., Providence Chem. Div. (1093)
Whittaker Corp., Haynes Coatings Div. (1098)
Haynes Laboratories (Holyoke, MA) (4177)
Haynes Laboratories (Springfield, MA) (4463)
Haynes Laboratories (Chicopee, MA) (4524)

WHITTAKER-RELATED PARTIES/FACILITIES

c/o Whittaker Corp.
Mr. Eric Lardiere
1955 North Surveyor Ave.
Simi Valley, CA 93063-3386

WOBURN SQUARE AUTO BODY (7103)

Woburn Square Auto Body
c/o Dave's Auto Body
Mr. David Muise, Owner
8 Jefferson Ave.
Woburn, MA 01801

WORCESTER TAPER PIN (4658)

Worcester Taper Pin
c/o Morrison, Mahoney & Miller
Mr. Kurt Binder
10 Chestnut St.
Suite 470
Worcester, MA 01608

XIDEX CORPORATION (1108)

Xidex Corporation
c/o Rackemann, Sawyer & Brewster
Mr. Michael Last
One Financial Center
Boston, MA 02111

Date: 9/20/2006

**Solvents Recovery Service of New England
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ZELL PRODUCTS-RELATED PARTIES/FACILITIES (GRP034)

Zell Products (Norwalk, CT) (4389)
Zell Prod. (Shelton, CT) (4509)
Zell Prod. (Stamford, CT) (4893)

ZELL PRODUCTS-RELATED PARTIES/FACILITIES

c/o Zell Products Corporation
Mr. Solomon Young
79 Ocean Dr. East
Stamford, CT 06902-8116

ZOLLO DRUM CO. (1112)

Mr. Richard A. Zollo
Zollo Drum Co.
60 Mediterranean Blvd.
Port Saint Lucie, FL 34952

439 Addresses

Date: 9/20/2006

**Solvents Recovery Service of New England
RD/RA Special Notice Mailing List
For Parties in Bankruptcy Proceedings
Enclosure A-2**

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BRAKE SYSTEMS, INC. (0141)

Brake Systems, Inc.
c/o DANA Corporation
Ms. Lisa Wurster, Managing Attorney
PO Box 1000
Toledo, OH 43697

PLYMOUTH RUBBER COMPANY INC. (4266)

Mr. Joseph D. Hamilburg, Chairman
Plymouth Rubber Company Inc.
104 Revere St.
Canton, MA 02021

W.R. GRACE & COMPANY (POLYFIBRON DIV.) (1064)

W.R. Grace & Company (Polyfibron Div.)
c/o W.R. Grace & Co.
Mr. Mike Cohan, Senior Corporate Counsel
62 Whittemore Ave.
Cambridge, MA 70360-0259

Solvents Recovery Service of New England Transactional Database
 Generators* Ranked by Waste-In Volume
 without DeMinimis Settlers, Orphan Parties, Bankruptcy Settlements and DeMicromis Parties
 Volumetric Listing**
 Enclosure B

Rank	Generator Name	Individual Volume in Gallons	Total Volume in Gallons	Percentage % Waste Volume Total
1	JAMES RIVER-RELATED PARTIES/FACILITIES		2,810,952.0	5.31237%
	Crown Zellerbach	1,705.0		
	James River Graphics	1,980,334.0		
	James River Massachusetts, Inc.	179,745.0		
	James River-Fitchburg Inc.	40,645.0		
	Premoid Div./Preco Corp./International Paper	413,924.0		
	Whitman Products Ltd./Preco Corporation	163,976.0		
	Whitman Skivertex Div.	30,623.0		
2	Rexall Chem./Sundown Vitamins/Kraft General Foods		2,174,740.0	4.11000%
3	United Oil Recovery-United Indus. Services Div.		1,867,205.0	3.52880%
4	RAFFI & SWANSON-RELATED PARTIES/FACILITIES		1,630,061.9	3.08063%
	Raffi & Swanson	697,277.9		
	Surface Coatings, Inc.	932,784.0		
5	GENCORP-RELATED PARTIES/FACILITIES		1,510,921.0	2.85546%
	Bolta Products	1,501,349.0		
	G.T.R. Coated Fabrics Company	9,572.0		
6	I.C.I. AMERICAS-RELATED PARTIES/FACILITIES		1,450,847.7	2.74193%
	Beatrice Chemical Co.-United Finish Co.	35,885.0		
	I.C.I. Americas, Inc.	22,056.7		
	ICI Resins U.S.	73,358.0		
	Permethane, Div. of Beatrice Foods Co.	529,073.0		
	Polyvinyl Chemical Industries	157,427.0		
	Stahl Finish (Corwin St.)	627,599.0		
	Stahl Finish (Howley St.)	5,449.0		
7	DEXTER-RELATED PARTIES/FACILITIES		1,226,405.0	2.31776%
	Chemical Coatings (Rocky Hill, CT)	273,075.0		
	Dexter Corp., The, C.H. Dexter Division	90,824.0		
	Dexter Corporation, Midland Division	862,506.0		
8	LITTON-RELATED PARTIES/FACILITIES		901,672.4	1.70405%
	Decatone Prod. (Fitchburg, MA)	13,750.0		
	Decatone, Division of Litton Industries	852,352.4		
	New Britain Machine	2,970.0		
	Streater, Inc./Joyce Int'l/Litton Industries	17,050.0		
	Winchester Electronics, Div. of Litton Systems, Inc.	15,550.0		
9	Plymouth Rubber Company Inc.		852,445.0	1.61102%
10	M. Swift and Sons, Inc.		744,783.0	1.40755%
11	Rexene Polymers		712,758.6	1.34703%
12	WHITTAKER-RELATED PARTIES/FACILITIES		672,715.0	1.27135%
	Chemical Products Corporation	331,345.0		
	Haynes Laboratories (Chicopee, MA)	167,459.0		
	Haynes Laboratories (Holyoke, MA)	7,700.0		
	Haynes Laboratories (Springfield, MA)	6,600.0		
	Whittaker Corp., Haynes Coatings Div.	111,728.0		
	Whittaker Corp., Providence Chem. Div.	47,883.0		

* Generator - documents indicate these parties were generators of the assigned waste volume.

** Inclusion or exclusion from this volumetric listing does not constitute a final determination by EPA concerning the liability of any party for the hazard or the contamination at the Solvents Recovery Service of New England Site.

Solvents Recovery Service of New England Transactional Database
Generators* Ranked by Waste-In Volume
without DeMinimis Settlers, Orphan Parties, Bankruptcy Settlements and DeMicromis Parties
Volumetric Listing**
Enclosure B

Rank	Generator Name	Individual Volume in Gallons	Total Volume in Gallons	Percentage % Waste Volume Total
13	EVERY-DENNISON MFG.-RELATED PARTIES/FACILITIES		664,481.0	1.25579%
	Avery Label	3,630.0		
	Dennison Mfg. Co.	660,851.0		
14	Markem Corporation		627,606.0	1.18610%
15	COMPO INDUSTRIES-RELATED PARTIES/FACILITIES		592,994.1	1.12069%
	Compo Industries	282,047.0		
	Compo Industries, Pandel Bradford Div.	310,947.1		
16	Perve Industries, Inc.		590,010.0	1.11505%
17	C.E. Bradley Laboratories, Inc.		565,292.0	1.06834%
18	Heminway & Bartlett Manufacturing Co., The		494,858.0	0.93522%
19	MONSANTO-RELATED PARTIES/FACILITIES		494,471.4	0.93449%
	Monsanto Chemical (Everett, MA)	8,965.0		
	Monsanto Chemical (Springfield, MA)	479,246.4		
	Monsanto Co.	6,260.0		
20	Shell Chemical Company		492,575.2	0.93091%
21	MEAD SPECIALTY-RELATED PARTIES/FACILITIES		476,599.0	0.90072%
	Mead Packing	2,255.0		
	Mead Paper Specialty-Morart & Laurel Mills	318,419.0		
	Morart Gravure Corporation	128,920.0		
	Morart-Mead Co. (Holyoke, MA)	27,005.0		
22	Eastern Lacquer Corp.-Eastern Chem-Lac		469,918.0	0.88809%
23	WESTFIELD COATINGS-RELATED PARTIES/FACILITIES		459,570.9	0.86854%
	Westfield Chemical	281,339.9		
	Westfield Coatings Corp.	178,231.0		
24	Weymouth Art Leather Co.		410,397.0	0.77560%
25	Ideal Tape Company		393,933.0	0.74449%
26	PACIFIC ANCHOR-RELATED PARTIES/FACILITIES		382,902.0	0.72364%
	Air Products & Chemicals, Inc.	4,180.0		
	Pacific Anchor Chemical Corp.	177,436.0		
	Trimont Chemicals, Inc.	201,286.0		
27	RISDON CORP.-RELATED PARTIES/FACILITIES		380,714.0	0.71950%
	Eyelet Specialty Co. (Waterbury, CT)	8,415.0		
	Eyelet Specialty Co., Inc. (Wallingford, CT)	335,054.0		
	Risdon Corp., Cosmetic Container Div.(Danbury, CT)	14,170.0		
	Risdon Manufacturing (Naugatuck, RI)	23,075.0		
28	BORDEN CHEMICAL-RELATED PARTIES/FACILITIES		377,685.0	0.71378%
	Borden Chemical	1,100.0		
	Borden Inc. Chemical Div.-Columbus Coated Fabrics	17,710.0		
	Vernon Plastics Co.	358,875.0		

* Generator - documents indicate these parties were generators of the assigned waste volume.

** Inclusion or exclusion from this volumetric listing does not constitute a final determination by EPA concerning the liability of any party for the hazard or the contamination at the Solvents Recovery Service of New England Site.

Solvents Recovery Service of New England Transactional Database
Generators* Ranked by Waste-In Volume
without DeMinimis Settlers, Orphan Parties, Bankruptcy Settlements and DeMicromis Parties
Volumetric Listing**
Enclosure B

Rank	Generator Name	Individual Volume in Gallons	Total Volume in Gallons	Percentage % Waste Volume Total
29	GENERAL ELECTRIC-RELATED PARTIES/FACILITIES		369,684.0	0.69866%
	General Electric (Bristol, CT)	3,465.0		
	General Electric (Lynn, MA)	15,675.0		
	General Electric (Plainville, CT)	7,645.0		
	General Electric Co. (Chelsea, MA)	286,867.0		
	General Electric Co. (Schenectady, NY)	21,517.0		
	General Electric Co., Plastics Department	34,515.0		
30	BASF-RELATED PARTIES/FACILITIES		353,124.0	0.66736%
	BASF Corp., Inmont Div.	27,170.0		
	BASF Wyandotte Corp.	228,620.0		
	Inmont Corp.	97,334.0		
31	AMERICAN HOECHST-RELATED PARTIES/FACILITIES		340,125.2	0.64280%
	American Hoechst Corporation	150,518.0		
	Foster-Grant Corp.	189,607.2		
32	Hazen Paper Company		333,588.0	0.63044%
33	Xidex Corporation		327,862.0	0.61962%
34	ASHLAND-RELATED PARTIES/FACILITIES		318,393.0	0.60173%
	Ashland Chemical Company	317,868.0		
	FRP Supply	525.0		
35	HAMPDEN PAPER-RELATED PARTIES/FACILITIES		311,958.0	0.58956%
	Hampden Glazed Paper	44,495.0		
	Hampden Papers, Inc.	267,463.0		
36	California Products Corporation		287,131.0	0.54264%
37	NU BRITE/SICO		286,224.0	0.54093%
	Kyanize Paint, Inc.	216,843.0		
	Nu Brite Chemical Co.-Kyanize Paint	69,381.0		
38	Haartz Auto Fabric Company		275,635.0	0.52092%
39	BARDEN-RELATED PARTIES/FACILITIES		264,713.0	0.50028%
	Barden Corporation	248,873.0		
	Winsted Precision Ball Co.	15,840.0		
40	INGERSOLL-RAND-RELATED PARTIES/FACILITIES		258,568.0	0.48866%
	Fafnir Bearing	15,345.0		
	Ingersoll-Rand Company	2,580.0		
	Thomaston Spec. Tool	8,855.0		
	Torrington Co., Special Products Div.	231,788.0		
41	Majilite Co., Div. of Meridian Industries		253,555.0	0.47919%
42	Benjamin Moore & Company		239,987.0	0.45355%
43	LILLY INDUSTRIAL-RELATED PARTIES/FACILITIES		230,937.0	0.43644%
	Lilly Chemical (Gardner, MA)	2,805.0		
	Lilly Chemical Prod. (Templeton, MA)	65,979.0		
	Lilly Industrial Coatings, Inc.	83,118.0		
	Lilly Varnish Co. (Templeton, MA)	35,695.0		
	Lilly Varnish Company of MA (Gardner, MA)	43,340.0		

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Solvents Recovery Service of New England Transactional Database
Generators* Ranked by Waste-In Volume
without DeMinimis Settlers, Orphan Parties, Bankruptcy Settlements and DeMicromis Parties
Volumetric Listing**
Enclosure B

Rank	Generator Name	Individual Volume in Gallons	Total Volume in Gallons	Percentage % Waste Volume Total
44	SAGAMORE-RELATED PARTIES/FACILITIES		230,706.0	0.43601%
	Cadillac Paint & Varnish (Allston, MA)	17,930.0		
	Cadillac Paint & Varnish Co. (Ashland, MA)	57,016.0		
	Colonial Lacquer & Chemical (Ashland, MA)	105,600.0		
	Colonial Lacquer & Chemical (Framingham, MA)	18,040.0		
	Sagamore Industrial Finish Corp.	32,120.0		
45	Champion International Corp.-Champion Retail		223,575.0	0.42253%
46	GENERAL CHEMICAL-RELATED PARTIES/FACILITIES		220,916.0	0.41751%
	General Chemical Corp. (Boston, MA)	2,200.0		
	General Chemical Corp. (Framingham, MA)	218,716.0		
47	Ionics Incorporated		216,568.0	0.40929%
48	Scharr Industries, Inc.		215,303.0	0.40690%
49	Prime Tanning Company (Berwick, ME)		214,201.0	0.40481%
50	ROYAL BUSINESS-RELATED PARTIES/FACILITIES		211,793.0	0.40026%
	Royal Business Machines	36,400.0		
	Royal Business Machines, Inc., Roytype Prod. Div.	132,535.0		
	Royal Mcbee Corporation	8,250.0		
	Royal Typewriter Company, Inc.	29,645.0		
	Roytyped	4,963.0		
51	Solvents Recovery Service of New Jersey, Inc.		209,439.0	0.39582%
52	CHR Industries, Inc.		201,341.0	0.38051%
53	Goldshield/Detrex		198,613.0	0.37536%
54	U.S. PROLAM-RELATED PARTIES/FACILITIES		198,159.0	0.37450%
	U.S. Prolam, Inc. (Stamford)	99,461.0		
	U.S. Prolam, Inc. (Waterbury)	98,698.0		
55	C.R. Bard, Inc., USCI Division		197,872.0	0.37395%
56	Chem-pak Corporation		196,912.0	0.37214%
57	Humphrey Chemical Company, The		188,780.0	0.35677%
58	Easco Aluminum-Eastern Extrusion Corp.		183,140.0	0.34611%
59	ALLIED-SIGNAL-RELATED PARTIES/FACILITIES		181,129.0	0.34231%
	Baron-Blakeslee	6,600.0		
	Bendix Corp. (Industrial Tools Division)	11,865.0		
	Conco Industries, Inc.	2,035.0		
	Oak Laminates	880.0		
	Oak Materials Group	159,749.0		
60	WESTVACO-RELATED PARTIES/FACILITIES		179,772.0	0.33975%
	U.S. Envelope (Enfield, CT)	2,260.0		
	U.S. Envelope (Springfield, MA)	9,185.0		
	Westvaco (Enfield)	1,941.0		
	Westvaco, U.S. Envelope Div. (Enfield, CT)	16,810.0		
	Westvaco, U.S. Envelope Div. (Springfield, MA)	148,493.0		
	Westvaco, U.S. Envelope Div. Engineering Dept.	1,083.0		
61	Hubbard-Hall Chemical Company		179,214.0	0.33869%

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Enclosure B

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62	Permacel		177,361.0	0.33519%
63	Vanderbilt Chemical Corporation		167,175.7	0.31594%
64	AMERICAN CYANAMID-RELATED PARTIES/FACILITIES		162,770.9	0.30762%
	American Cyanamid Co. (Wallingford, CT)	151,630.9		
	American Cyanamid Co.-Davis & Geck (Danbury, CT)	10,645.0		
	Shulton Industries, Inc.	495.0		
65	NASHUA CORP.-RELATED PARTIES/FACILITIES		155,306.0	0.29351%
	Nashua Corp. (Keene, NH)	6,435.0		
	Nashua Corp. (Merrimack, NH)	19,951.0		
	Nashua Corp. (Nashua, NH)	128,920.0		
66	BRAND-REX-RELATED PARTIES/FACILITIES		146,063.0	0.27604%
	Brintec Corp./Brand-Rex/BICC Cables	130,718.0		
	W. Brand-Rex	6,545.0		
	William Brand Co.	8,800.0		
67	TYCO LABS.-RELATED PARTIES/FACILITIES		140,629.0	0.26577%
	Ludlow Corporation	56,545.0		
	Ludlow Packaging	12,544.0		
	Ludlow Specialty Papers	44,670.0		
	Multi-Circuits, Inc.	26,870.0		
68	ALBANY INTERNATIONAL-RELATED PARTIES/FACILITIES		138,581.0	0.26190%
	Albany International Co., Precision Components	71,371.0		
	Walters Engineering	67,210.0		
69	Platt & Labonia Company		133,365.0	0.25204%
70	Lukon, Inc.		131,849.0	0.24918%
71	Chemical Sales & Services		126,060.0	0.23824%
72	Bradford Industries		124,755.0	0.23577%
73	ALLIED LEATHER-RELATED PARTIES/FACILITIES		122,226.0	0.23099%
	Allied Leather Corp./General Host Corp.	94,066.0		
	Brezner Tanning/General Host Corporation	28,160.0		
74	L.E. Carpenter & Company		117,578.0	0.22221%
75	K.J. QUINN/COURTAULDS AERO./PRC INTN'L		113,861.0	0.21518%
	K.J. Quinn and Co., Inc. (Malden, MA)	94,416.0		
	K.J. Quinn and Co., Inc. (Seabrook, NH)	19,445.0		
76	GLYPTAL-RELATED PARTIES/FACILITIES		113,251.0	0.21403%
	Glyptal, Inc.	81,830.0		
	Merrimack Ind. Finishes/Coulter Fibres, Inc.	31,421.0		
77	JOHN ARMITAGE/VOLTAX COMPANY, INC.		111,330.0	0.21040%
	John L. Armitage & Company	14,410.0		
	Voltax Company, Inc., The	96,920.0		
78	General Foods Corp., Carton and Container Div.		108,509.0	0.20507%
79	MACDERMID-RELATED PARTIES/FACILITIES		108,001.0	0.20411%
	Macdermid, Inc.	49,619.0		
	Specialty Polymers Inc.	58,382.0		

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80	FREUDENBERG-NOK-RELATED PARTIES/FACILITIES		102,795.0	0.19427%
	Disogrin Industries Corp.	77,715.0		
	Freudenberg-NOK General Partnership	25,080.0		
81	Acme Backing Corporation		102,388.0	0.19350%
82	STANLEY WORKS-RELATED PARTIES/FACILITIES		99,912.0	0.18882%
	Bostitch-Textron	1,430.0		
	Stanley Chem/Stanley Works	550.0		
	Stanley Tools (Plantsville, CT)	7,095.0		
	Stanley Works, The	90,837.0		
83	Hicks and Otis Prints, Inc.		96,990.0	0.18330%
84	Hartford Courant, The		95,140.0	0.17980%
85	Camvac Intn'l, Inc.[Dunmore Corporation/Rexham		94,551.0	0.17869%
86	Boston Whaler, Inc.		92,907.0	0.17558%
87	NORTON CO.-RELATED PARTIES/FACILITIES		92,790.0	0.17536%
	Amplex Corporation, The	5,310.0		
	CERBEC-Ceramic Bearing Company	2,080.0		
	Farrington Texol (Walpole, MA)	1,540.0		
	Farrington Texol (Watertown, MA)	3,960.0		
	Norton Company	79,900.0		
88	Keymark Corporation		91,818.0	0.17353%
89	Web Technologies, Inc.		90,208.0	0.17048%
90	Lonza Inc.		89,812.0	0.16973%
91	Upaco Adhesives, Inc.		89,041.0	0.16828%
92	Sanders Associates, Inc.		84,943.0	0.16053%
93	BURNDY-RELATED PARTIES/FACILITIES		84,425.0	0.15955%
	Berco Manufacturing Co.	1,045.0		
	Burndy Corporation	83,380.0		
94	GEORGE NEWMAN & CO.-RELATED PARTIES/FACILITIES		83,908.0	0.15858%
	Biddeford Industries	5,300.0		
	George Newman & Co.	59,445.0		
	GWN Co.	19,163.0		
95	Engineered Yarns, Inc.		83,557.0	0.15791%
96	ETHAN ALLEN-RELATED PARTIES/FACILITIES		82,629.0	0.15616%
	Ethan Allen Inc., Beecher Falls Div.	3,905.0		
	Ethan Allen, Burnham Div.	605.0		
	Ethan Allen, Inc., Orleans Div.	53,744.0		
	Ethan Allen, Island Pond Div.	4,080.0		
	Ethan Allen, Whitney Div.	20,295.0		
97	Anderson and Sons, Inc.		78,430.0	0.14822%
98	Lorbrook Corporation		77,938.0	0.14729%
99	Electrolux Corporation		77,564.0	0.14659%

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Solvents Recovery Service of New England Transactional Database
Generators* Ranked by Waste-In Volume
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Volumetric Listing**
Enclosure B

Rank	Generator Name	Individual Volume in Gallons	Total Volume in Gallons	Percentage % Waste Volume Total
100	MORTON INTERNATIONAL-RELATED PARTIES/FACILITIES		76,499.0	0.14457%
	Morton Chemical Div., Morton Thiokol, Inc.	15,610.0		
	Morton Coatings	4,751.0		
	Polymer Ind., Inc., Div. of Morton	56,138.0		
101	BLACK & DECKER-RELATED PARTIES/FACILITIES		76,489.0	0.14456%
	American Hardware	17,105.0		
	Black & Decker (U.S.), Inc.	150.0		
	Bostik Corporation	2,850.0		
	Emhart Industries, Inc., Hardware Div.	11,825.0		
	Emhart Machine Group, Farrel CT. Div.	1,705.0		
	P & F Corbin	9,075.0		
	PCI Group, J.C. Rhodes Div.	8,589.0		
	Texon	7,975.0		
	U.S.M. Corp.(Amesbury, MA)	17,215.0		
102	Fenner America, Ltd.		74,525.0	0.14084%
103	Quality Nameplate, Inc.		74,378.0	0.14057%
104	Pitney Bowes, Inc.		74,195.0	0.14022%
105	Schenectady Chemical, Inc.		74,070.0	0.13998%
106	Technical Coatings Laboratory, Inc.		73,527.0	0.13896%
107	Hampden Color and Chemical Company		72,282.0	0.13660%
108	Belden Electronic Wire & Cable-Phalo		71,233.0	0.13462%
109	Fairprene Industrial Products Company, Inc.		70,238.0	0.13274%
110	Industrial Polymers & Chemicals, Inc.		70,225.0	0.13272%
111	Narragansett Coated Papers Corp.		69,035.0	0.13047%
112	C.L. Hawthaway & Sons Corporation		68,733.0	0.12990%
113	SAFETY KLEEN-RELATED PARTIES/FACILITIES		67,635.9	0.12782%
	Safety Kleen Corp. (Cranston, RI)	17,175.1		
	Safety Kleen Corp. (Milford, CT)	28,272.1		
	Safety Kleen Corp. (S. Windsor, CT)	14,664.8		
	Safety Kleen Corp. (Syracuse, NY)	7,524.0		
114	Coating Sciences, Inc.		66,958.0	0.12654%
115	DUPONT-RELATED PARTIES/FACILITIES		65,758.0	0.12427%
	E.I. Dupont Co.	14,487.0		
	Tau Laboratories	51,271.0		
116	Capitol Records		64,787.0	0.12244%
117	MOBIL-RELATED PARTIES/FACILITIES		63,437.0	0.11989%
	Mobil Chemical Company	63,272.0		
	Mobil Oil Corporation	165.0		
118	Strathmore Products, Inc.		63,252.0	0.11954%
119	STANCHEM-RELATED PARTIES/FACILITIES		62,095.0	0.11735%
	Albi Div. of Cities Service	48,730.0		
	Stanchem, Inc./Albi Div. of Cities Services	13,365.0		

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Enclosure B

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120	LIGHTOLIER-RELATED PARTIES/FACILITIES		60,760.0	0.11483%
	Aluminum Processing Corporation	21,335.0		
	Lightolier Corporation	39,425.0		
121	SULLIVAN PAPER-RELATED PARTIES/FACILITIES		59,609.0	0.11265%
	Little Falls Color Print & Converting Corp.	30,184.0		
	Sullivan Paper Company	29,425.0		
122	Synthetic Products Co.		58,245.0	0.11008%
123	Mohawk Finishing Products, Inc.		57,128.0	0.10797%
124	Hampford Research, Inc.-Hampford Chemicals		56,763.0	0.10728%
125	Keeler & Long, Inc.		55,365.0	0.10463%
126	Bangor Punta Corporation		55,072.0	0.10408%
127	Winslow Automatics, Inc.		54,972.0	0.10389%
128	Roy Brothers		54,288.0	0.10260%
129	Chartpak		54,190.0	0.10241%
130	Tyree Brothers Environmental		54,180.0	0.10239%
131	FiberCote Industries, Inc.		53,674.0	0.10144%
132	Tex-Tech Industries, Inc.		53,322.0	0.10077%
133	RELIANCE-RELATED PARTIES/FACILITIES		51,915.0	0.09811%
	Reliance Universal Specialty Coating	5,000.0		
	Reliance Varnish Company	46,915.0		
134	W.R. Grace & Company (Polyfibrion Div.)		51,853.0	0.09800%
135	Poly-metal Finishing Inc.		51,600.0	0.09752%
136	Uretek, Inc.		51,425.0	0.09719%
137	SHERWIN WILLIAMS-RELATED PARTIES/FACILITIES		51,005.0	0.09639%
	Auto Paints Distributors, Div. of Sherwin Williams	595.0		
	Sherwin Williams Co. (Wethersfield, CT)	8,085.0		
	Sherwin-Williams (Stratford, CT)	9,200.0		
	Sherwin-Williams (Worcester, CT)	3,940.0		
	Sherwin-Williams Co., The (Medford, MA)	29,185.0		
138	J.H. Winn, Inc.		49,665.0	0.09386%
139	Avco Lycoming Division		49,068.0	0.09273%
140	INTERNATIONAL PAPER-RELATED PARTIES/FACILITIES		46,636.0	0.08814%
	Advanced Offset Plate, Inc.	8,360.0		
	Anitec Image Corp.	15,261.0		
	Graph Coating	19,085.0		
	International Paper Company	3,600.0		
	Strathmore Paper Company	330.0		
141	Frismar, Inc.		45,897.0	0.08674%
142	Hoyt & Worthen Tanning Corporation		45,477.0	0.08595%

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Solvents Recovery Service of New England Transactional Database
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Enclosure B

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143	VISTRON-RELATED PARTIES/FACILITIES		45,265.0	0.08555%
	Prophylactic Brush/BP-America	39,820.0		
	Vistron Corporation	5,445.0		
144	AMERICAN STANDARD-RELATED PARTIES/FACILITIES		44,275.0	0.08367%
	American Standard Inc.	9,900.0		
	C.F. Church (Holyoke, MA)	10,560.0		
	C.F. Church (Willimansett, MA)	715.0		
	C.F. Church Div. (Monson, MA)	23,100.0		
145	New England Etching Company, Inc.		44,025.0	0.08320%
146	Porce-Len, Inc.		43,031.0	0.08132%
147	American Optical Co. (Keene, NH)		42,790.0	0.08087%
148	ROGERS CORP.-RELATED PARTIES/FACILITIES		41,805.0	0.07901%
	Rogers Corp. (Rogers, CT)	34,200.0		
	Rogers Corp. (Willimantic, CT)	2,865.0		
	Rogers Corp., Poron Div.	4,740.0		
149	Carlisle Corp., Tensolite Division		41,454.0	0.07834%
150	C.F. Jameson and Company, Inc.		41,170.0	0.07781%
151	Benmont Corporation/Textron, Inc.		40,925.0	0.07734%
152	Ball Metal Container Group		40,790.0	0.07709%
153	BAILEY CORP. RELATED PARTIES/FACILITIES		39,537.0	0.07472%
	Bailey Corp.	9,067.0		
	U.S.M. Corp.(Seabrook, NH)	30,470.0		
154	Environmental Waste Removal		38,555.0	0.07286%
155	Ross & Roberts, Inc.		38,470.0	0.07270%
156	Dampney Company, The		37,188.0	0.07028%
157	Specialty Packaging Prod., Div. Ethyl-VCA		37,010.0	0.06994%
158	Zollo Drum Co.		37,005.0	0.06994%
159	Titeflex, Inc./Atlas Corporation		36,700.0	0.06936%
160	FAIRCHILD-RELATED PARTIES/FACILITIES		36,603.0	0.06918%
	Fairchild Semi-Conductor	35,503.0		
	Fairchild Test Systems	1,100.0		
161	SPRAGUE ELECTRIC-RELATED PARTIES/FACILITIES		36,135.0	0.06829%
	Sprague Electric Co. (Concord, NH)	29,920.0		
	Sprague Electric Co. (N. Adams, MA)	6,215.0		
162	Tech Etch, Inc.		35,973.0	0.06798%
163	CIBA-GEIGY-RELATED PARTIES/FACILITIES		35,566.0	0.06722%
	Ciba-Geigy Corporation	20,301.0		
	Hamblet & Hayes Company	15,265.0		
164	Morin Building Products Company, Inc.		35,515.0	0.06712%
165	Acushnet Company, Titleist Golf Division		35,080.0	0.06630%
166	Biltrite Corporation/American Biltrite, Inc.		34,910.0	0.06598%

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167	Custom Coating & Laminating Company		34,722.0	0.06562%
168	BIC PEN-RELATED PARTIES/FACILITIES		34,530.0	0.06526%
	Bic Pen	15,115.0		
	Waterman Bic Pen Corp.	19,415.0		
169	State of Vermont, Dept. of Transportation		33,803.0	0.06388%
170	CHELSEA INDUSTRIES-RELATED PARTIES/FACILITIES		33,787.0	0.06385%
	Maynard Plastics Company, Inc.	22,897.0		
	Pyrotex	10,890.0		
171	WESTERN SEALANT-RELATED PARTIES/FACILITIES		33,605.0	0.06351%
	Western Sealant of CT	25,135.0		
	Western Sealant of MA (Jefferson, MA)	6,105.0		
	Western Sealant of MA (Rutland, MA)	2,365.0		
172	Durham Manufacturing Company, The		33,514.0	0.06334%
173	Waterbury Plating Company		33,165.0	0.06268%
174	Textile Prints Corp.		33,030.0	0.06242%
175	Weyerhaeuser Company, Wood Prod. Div.		33,000.0	0.06237%
176	Camger Chemical Systems, Inc.		32,462.0	0.06135%
177	CARRIS REELS-RELATED PARTIES/FACILITIES		32,450.0	0.06133%
	Bridge Mfg. Co. (Hayardville, CT)	23,320.0		
	Bridge Mfg. Co., Inc. (Enfield, CT)	9,130.0		
178	E.J. Gaisser, Inc.		31,970.0	0.06042%
179	U.S. Navy Air Station (Quanset Point, RI)		31,845.0	0.06018%
180	New England Printed Tape Company, Inc.		31,163.0	0.05889%
181	BEROL-RELATED PARTIES/FACILITIES		30,159.0	0.05700%
	Berol Corp., Berol USA Div.	20,314.0		
	Eagle Pencil Co., Inc.	9,845.0		
182	HALLIDAY LITHOGRAPHS-RELATED PARTIES/FACILITIES		29,717.0	0.05616%
	Halliday Lithographs (Hanover, MA)	27,847.0		
	Halliday Lithographs (Plympton, MA)	1,870.0		
183	Fish Chem. & Equip., Inc./Fish-Callahan Chemical		29,633.0	0.05600%
184	Mace Adhesives & Coatings Company, Inc.		29,570.0	0.05588%
185	Anco Packaging Corporation		29,240.0	0.05526%
186	ROHM TECH-RELATED PARTIES/FACILITIES		28,701.0	0.05424%
	Derby Co., Inc., The	4,650.0		
	Rohm Tech Inc.	24,051.0		
187	Anchorage Inc., The		28,512.0	0.05388%
188	Providence Metallizing Co., Inc.		28,398.0	0.05367%
189	Helikon Furniture Co., Inc.		28,225.0	0.05334%

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190	QUEBECOR PRINTING-RELATED PARTIES/FACILITIES		28,175.0	0.05325%
	Maxwell Graphics Providence, Inc.	15,555.0		
	Providence Gravure	8,825.0		
	Quebecor Printing Providence, Inc.	3,795.0		
191	American Thread Company, Inc., The		27,981.0	0.05288%
192	Stanadyne, Inc./Stanadyne Automotive Corporation		27,720.0	0.05239%
193	W.A. Parsons Company		27,718.0	0.05238%
194	Photocircuits Corporation		26,654.0	0.05037%
195	King Industries, Inc.		26,307.0	0.04972%
196	Howe Folding Furniture Company		26,070.0	0.04927%
197	ZELL PRODUCTS-RELATED PARTIES/FACILITIES		26,015.0	0.04917%
	Zell Prod. (Shelton, CT)	1,045.0		
	Zell Prod. (Stamford, CT)	550.0		
	Zell Products (Norwalk, CT)	24,420.0		
198	Linvure Company, Inc.		25,530.0	0.04825%
199	Guard All Chemical Company, Inc.		25,307.0	0.04783%
200	U.S. Electric Motor		25,080.0	0.04740%
201	Amperex Corporation		24,898.0	0.04705%
202	Rockbestos Company-Cerrock Wire & Cable		24,565.0	0.04642%
203	Dielectric Polymers, Inc.		24,203.0	0.04574%
204	City of Torrington		24,000.0	0.04536%
205	GTE SYLVANIA-RELATED PARTIES/FACILITIES		23,760.0	0.04490%
	GTE Products Corp., Parts Div.	5,390.0		
	GTE Sylvania Inc. (Ispwich, MA)	12,485.0		
	GTE Sylvania, Wallmet East Div. (Naugatuck, CT)	5,885.0		
206	Giering Metal Finishing Company, Inc.		23,047.0	0.04356%
207	LEWCOTT-RELATED PARTIES/FACILITIES		22,985.0	0.04344%
	Eli Sandman Company	16,335.0		
	Lewcott Chemicals & Plastics	6,650.0		
208	Custom Chemical		22,893.0	0.04327%
209	Rex Leather		22,440.0	0.04241%
210	Chamberlain Manufacturing		22,365.0	0.04227%
211	ANACONDA-RELATED PARTIES/FACILITIES		22,340.0	0.04222%
	American Brass Co. (Ansonia, CT)	1,760.0		
	American Brass Co. (Waterbury, CT)	19,810.0		
	Anaconda Metal Hose	770.0		
212	POWER SEMI-CONDUCTORS-RELATED PARTIES/FACILITIES		22,165.0	0.04189%
	Electric Regulator Corporation	800.0		
	Power Semi-Conductors, Inc.	21,365.0		
213	Pierce & Stevens Chemical Corporation		22,110.0	0.04179%
214	Harris Semi-Conductor		21,480.0	0.04059%

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Solvents Recovery Service of New England Transactional Database
Generators* Ranked by Waste-In Volume
without DeMinimis Settlers, Orphan Parties, Bankruptcy Settlements and DeMicromis Parties
Volumetric Listing**
Enclosure B

Rank	Generator Name	Individual Volume in Gallons	Total Volume in Gallons	Percentage % Waste Volume Total
215	Truesdale Chem		21,395.0	0.04043%
216	Amstar Corporation, Flex-Pack Printing Plant		20,940.0	0.03957%
217	New England Aircraft Products/Howmet Corporation		20,790.0	0.03929%
218	Upjohn Company, The		20,680.0	0.03908%
219	WATERBURY COMPANIES-RELATED PARTIES/FACILITIES		20,456.0	0.03866%
	Waterbury Co. (Waterbury, CT)	19,576.0		
	Waterbury Co., Inc. (Randolf, VT)	880.0		
220	Verla International Ltd.		20,372.0	0.03850%
221	Worcester Chemical		20,295.0	0.03836%
222	Leger's		20,264.0	0.03830%
223	Allen Mfg. Co. (Bloomfield, CT)		20,185.0	0.03815%
224	UNION CAMP-RELATED PARTIES/FACILITIES		19,285.0	0.03645%
	Chase Bag Company	2,605.0		
	Union Camp Corp.	16,680.0		
225	Indusol, Inc.		19,149.0	0.03619%
226	Roche Brothers Barrell & Drum Company		18,475.0	0.03492%
227	Vitramon Inc.		18,335.0	0.03465%
228	Shipley Company, Inc.		18,018.0	0.03405%
229	M.H. Rhodes, Inc.		17,600.0	0.03326%
230	Reflexite Corporation		17,485.0	0.03304%
231	Gillette Company, The		17,215.0	0.03253%
232	Bedoukian Research, Inc.		17,125.0	0.03236%
233	A.R. Sandri, Inc.		17,105.0	0.03233%
234	Enthone Incorporated		16,891.0	0.03192%
235	C. Cowles & Company		16,825.0	0.03180%
236	Uncas Manufacturing Company		16,747.5	0.03165%
237	KEM Plastic Playing Cards, Inc.		16,225.0	0.03066%
238	Darworth Company		16,096.0	0.03042%
239	Maine Pearl Essence		15,881.0	0.03001%
240	Allied Printing Services, Inc.		15,775.0	0.02981%
241	H.B. FULLER-RELATED PARTIES/FACILITIES		15,760.0	0.02978%
	H.B. Fuller Co.	6,325.0		
	Terrell Corp., The	9,435.0		
242	Keystone Cement Co.		15,695.0	0.02966%
243	Eastern Etching Company		15,455.0	0.02921%
243	Jayfro Corporation		15,455.0	0.02921%
244	Milton Can Co., Inc.		15,425.0	0.02915%
245	Spectrum Coatings Laboratories, Inc.		15,350.0	0.02901%

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Solvents Recovery Service of New England Transactional Database
 Generators* Ranked by Waste-In Volume
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 Volumetric Listing**
 Enclosure B

Rank	Generator Name	Individual Volume in Gallons	Total Volume in Gallons	Percentage % Waste Volume Total
246	Deitsch Plastics Co., Inc.		15,345.0	0.02900%
247	C.B.S. ELECTRONICS-RELATED PARTIES		15,290.0	0.02890%
	C.B.S. Electronics	10,890.0		
	Columbia Magnetics Co.	4,400.0		
248	Venture Tape Corp.		15,245.0	0.02881%
249	Lakewood Metal Products		15,235.0	0.02879%
250	KANTHAL-RELATED PARTIES/FACILITIES		15,015.0	0.02838%
	Kanthal Corp. (Stamford, CT)	1,925.0		
	Kanthal Special Alloys Corp. (Bethel, CT)	13,090.0		
251	Est-More Realty		14,885.0	0.02813%
252	Heminway Corporation		14,795.0	0.02796%
253	Belding Corticelli Thread Company		14,685.0	0.02775%
254	Wright Line, Inc.		14,355.0	0.02713%
255	BRANSON-RELATED PARTIES/FACILITIES		14,190.0	0.02682%
	Branson Instrument Company	1,320.0		
	Branson Ultrasonics Corp.-Branson	12,870.0		
256	Hercules Incorporated		14,159.0	0.02676%
257	Delker Corporation, The/Robert Hunsicker		14,100.0	0.02665%
258	Touraine Paints, Inc.		13,756.0	0.02600%
259	UNIROYAL-RELATED PARTIES/FACILITIES		13,640.0	0.02578%
	Naugatuck Footwear	1,430.0		
	Shoe Hardware	3,465.0		
	U.S. Rubber Company	8,745.0		
260	Englehard Industries, Inc.		13,255.0	0.02505%
261	B.A. Ballou & Company		13,145.0	0.02484%
262	Voltarc Tubes, Inc.		13,090.0	0.02474%
263	Miniature Precision Bearings-MPB Corporation		12,922.0	0.02442%
264	Bridgeport Metal Goods		12,870.0	0.02432%
265	Supreme-Lake Mfg., Inc.		12,834.0	0.02425%
266	Stamford Wall Paper Co., Inc.		12,760.0	0.02411%
267	GEORGE SCHMITT & CO.-RELATED PARTIES/FACILITIES		12,550.0	0.02372%
	George Schmitt and Co. (Branford, CT)	10,735.0		
	George Schmitt and Co. (Guilford, CT)	1,815.0		
267	Reichhold Chemicals		12,550.0	0.02372%
268	Miller Container		12,483.0	0.02359%
269	Chemical Coatings (Providence, RI)		12,300.0	0.02325%
270	Sun Chemical Company		12,170.0	0.02300%
271	Bauer Electro Inc.-Bauer Aerospace Inc.		12,120.0	0.02291%

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Solvents Recovery Service of New England Transactional Database
 Generators* Ranked by Waste-In Volume
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 Volumetric Listing**
 Enclosure B

Rank	Generator Name	Individual Volume in Gallons	Total Volume in Gallons	Percentage % Waste Volume Total
272	HANDY & HARMAN-RELATED PARTIES/FACILITIES		12,116.0	0.02290%
	American Chemical & Refining Company, Inc.	2,310.0		
	Connecticut Form Corporation	165.0		
	Consolidated Tube (Waterbury, CT)	1,045.0		
	Consolidated Tube Fabricating (Wolcott, CT)	275.0		
	Handy & Harman	8,321.0		
273	Silvered Electronic Mica Company (SEMCO)		12,042.0	0.02276%
274	Quad-Graphics, Inc.		11,880.0	0.02245%
275	Poughkeepsie Journal		11,815.0	0.02233%
276	Skinner Valve		11,690.0	0.02209%
277	Mann Industries, Inc.		11,655.0	0.02203%
278	American Electro Products, Inc.		11,495.0	0.02172%
278	Wallace Barnes		11,495.0	0.02172%
279	Sanitoy, Inc.		11,470.0	0.02168%
280	Bridgeport Machine Inc./Textron, Inc.		11,387.0	0.02152%
281	COOPER INDUSTRIES-RELATED PARTIES/FACILITIES		11,365.0	0.02148%
	Arrow-Hart, Inc., Dano Division	330.0		
	Cooper Industries, Arrow Hart Div.	1,410.0		
	Crouse-Hinds Aviation Lighting	1,980.0		
	Dano Electric	2,805.0		
	New England Die Casting	4,840.0		
282	AGC Incorporated		11,330.0	0.02141%
283	Larson Tool & Stamping Co.		11,220.0	0.02120%
284	GENERAL MOTORS RELATED PARTIES/FACILITIES		11,165.0	0.02110%
	General Motors Corp., Fisher Body Div.	5,170.0		
	Hyatt Bearings	385.0		
	New Departure Hyatt Bearings-Div. General Motors	5,610.0		
285	Macbeth, Div. of Kollmorgen Corp.		10,995.0	0.02078%
286	East Coast Environmental		10,945.0	0.02068%
287	American Powdered Metals		10,613.0	0.02006%
288	Lundquist Tool & Manufacturing Co., Inc.		10,505.0	0.01985%
289	Brake Systems, Inc.		10,440.0	0.01973%
290	Linden & Company		10,340.0	0.01954%
291	Tapecon, Inc.		10,290.0	0.01945%
292	Sargent Manufacturing Company-Sargent & Co.		10,285.0	0.01944%
293	Electrocal Division		10,230.0	0.01933%
294	C & M Corporation		10,198.0	0.01927%
295	Guilford Gravure, Inc.		10,095.0	0.01908%
296	Bull Metal Products Co., Inc., The		9,790.0	0.01850%

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Solvents Recovery Service of New England Transactional Database
Generators* Ranked by Waste-In Volume
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Volumetric Listing**
Enclosure B

Rank	Generator Name	Individual Volume in Gallons	Total Volume in Gallons	Percentage % Waste Volume Total
297	PARKER-HANNIFIN-RELATED PARTIES/FACILITIES		9,780.0	0.01848%
	EIS Automotive Corporation	7,975.0		
	Nichols Gray	165.0		
	Roberk	1,640.0		
298	Dossert Corporation		9,715.0	0.01836%
299	Chem-Tech Rubber		9,570.0	0.01809%
300	Daniel Goodison, Inc.		9,385.0	0.01774%
301	Design Label Manufacturing Company		9,355.0	0.01768%
302	Ware Chemical Corporation		8,855.0	0.01673%
303	Hopewell Precision, Inc.		8,675.0	0.01639%
304	American Valve Manufacturing Corporation		8,602.0	0.01626%
305	Concord Litho Company		8,360.0	0.01580%
306	Chromium Process Co., The		7,865.0	0.01486%
307	Bennett Heat Treating & Brazing Co.		7,595.0	0.01435%
308	E. Norris Brown Co., Inc.		7,200.0	0.01361%
309	Bay State Chemical Co., Inc.		6,945.0	0.01313%
310	Whiting & Davis Co., Inc.		6,875.0	0.01299%
311	Trombetta Inc.		5,225.0	0.00987%
312	Eastern Color Printing Company, The		5,175.0	0.00978%
313	Worcester Taper Pin		5,170.0	0.00977%
314	APCO PRODUCT-RELATED PARTIES/FACILITIES		5,005.0	0.00946%
	Apco Prod., Inc. (Centerbrook, CT)	4,785.0		
	Apco Products, Inc. (Essex, CT)	220.0		
314	Capital Molding Corporation		5,005.0	0.00946%
315	Dwight R. Judson Co/Ambion Corp./John R. Hess, Inc		4,916.0	0.00929%
316	Advanced Belt Technology		4,628.0	0.00875%
317	Paterson Stamp Works		4,420.0	0.00835%
318	Hoague-Sprague Leasing Company/Hoag Sprague Corp.		4,290.0	0.00811%
319	Gotham Ink of New England		4,185.0	0.00791%
320	J.D. Office Furniture Service, Inc.		4,090.0	0.00773%
321	City of Woburn		3,900.0	0.00737%
322	Seymour Brass Turning Co.		3,843.0	0.00726%
323	Brancato's Westerly Sanitation/John Chapman		3,730.0	0.00705%
324	INTERNATIONAL STENCIL-RELATED PARTIES/FACILITIES		3,455.0	0.00653%
	International Chemical	110.0		
	International Stencil	3,345.0		
325	McAdoo Associates		3,300.0	0.00624%
326	Merriam Manufacturing Co., Inc.		3,260.0	0.00616%

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Solvents Recovery Service of New England Transactional Database
 Generators* Ranked by Waste-In Volume
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 Volumetric Listing**
 Enclosure B

Rank	Generator Name	Individual Volume in Gallons	Total Volume in Gallons	Percentage % Waste Volume Total
327	Reed & Prince Manufacturing Company		3,025.0	0.00572%
328	Aetna Chemical Corporation		2,915.0	0.00551%
329	Moore Special Tool Company		2,562.0	0.00484%
330	Pats Auto Body		2,544.0	0.00481%
331	Sebago, Inc.		2,475.0	0.00468%
332	American Radionic Company, Inc.		2,380.0	0.00450%
333	Masters Corporation		2,345.0	0.00443%
334	Chemical Development Corporation		2,255.0	0.00426%
335	Robertshaw Controls Co., Milford Div.		2,105.0	0.00398%
336	L & D Safety Marking Corporation		1,985.0	0.00375%
337	Nyes Japenamelac, Inc.		1,960.0	0.00370%
338	D.C.I. (Design Contempo) Corporation		1,892.0	0.00358%
339	Washburn & Doughty Associates, Inc.		1,855.0	0.00351%
340	H & H Screw Products Manufacturing Company		1,760.0	0.00333%
341	Captree Chem. (From N. J.)		1,705.0	0.00322%
342	Charlie Arment Trucking		1,700.0	0.00321%
343	Han-Dee Spring and Manufacturing Company		1,630.0	0.00308%
344	Gintzler Graphics, Inc.		1,560.0	0.00295%
345	Newport Plastics Corporation		1,375.0	0.00260%
346	LYMAN-RAYTECH/RAYTECH INDUSTRIES, INC.		1,280.0	0.00242%
	Lyman Products Corporation	205.0		
	Raytech Industries, Inc.	275.0		
	Raytech Industries, Inc./Raytech Industries, Inc.	800.0		
347	Essex Engineering Company		1,250.0	0.00236%
348	Whitney Chain		1,200.0	0.00227%
349	Gloucester Marine Railway Corporation		1,190.0	0.00225%
350	Nashua Mitsubishi/North Shore Auto Imports, Inc.		1,100.0	0.00208%
350	Pix Manufacturing		1,100.0	0.00208%
351	Kramer Scrap, Inc./WTE Recycling Inc.		1,006.0	0.00190%
352	Electro-Films, Inc., Semi-Films Division		990.0	0.00187%
353	Albin Manufacturing Inc.		950.0	0.00180%
354	U.S. Post Office, Bronx, NY		902.0	0.00170%
355	Congraf		900.0	0.00170%
356	Caskraft, Inc.		825.0	0.00156%
356	Conarc		825.0	0.00156%
356	Rose Cleaners		825.0	0.00156%
357	5-Star Manufacturing		770.0	0.00146%

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Solvents Recovery Service of New England Transactional Database
 Generators* Ranked by Waste-In Volume
 without DeMinimis Settlers, Orphan Parties, Bankruptcy Settlements and DeMicromis Parties
 Volumetric Listing**
 Enclosure B

=====				
Rank	Generator Name	Individual Volume in Gallons	Total Volume in Gallons	Percentage % Waste Volume Total

357	Pilot Company		770.0	0.00146%
358	Kalart Victor Corporation		740.0	0.00140%
359	Encon		660.0	0.00125%
359	Meyer Pak		660.0	0.00125%
360	Converts Design & Art Company		651.0	0.00123%
361	Liberty Oil Equipment Company, Inc.		615.0	0.00116%
362	Mattatuck Mfg. Corp./Boutin Industries, Inc.		605.0	0.00114%
363	Concrete Solutions		575.0	0.00109%
364	Mal's Towing & Autobody		560.0	0.00106%
365	Energy Maintenance Corporation		550.0	0.00104%
365	Nashua Subaru		550.0	0.00104%
366	Lance Valves, Inc.		540.0	0.00102%
367	Codman Company, The		535.0	0.00101%
368	Murphy, Inc.		500.0	0.00094%
369	Century Fireplace Furnishing		495.0	0.00094%
369	New England Valve Inc.		495.0	0.00094%
369	Sprayco Inc.		495.0	0.00094%
369	Steven Buick-Cadillac/Claire Buick-Cadillac		495.0	0.00094%
370	Shannon Boat Company		440.0	0.00083%
371	Gils Quality Auto Body, Inc.		415.0	0.00078%
372	Stanley's Auto Body		400.0	0.00076%
373	West End Chevrolet, Inc.		395.0	0.00075%
374	Tom's Collision Repair, Inc.		365.0	0.00069%
375	Frank J. Coscina Associates		350.0	0.00066%
376	D & M Auto Body		345.0	0.00065%
377	Vintage Auto Restorations, Inc.		330.0	0.00062%
378	Woburn Square Auto Body		320.0	0.00060%
379	Webster Auto Body, Inc.		300.0	0.00057%
380	Dudley Street Auto Body		290.0	0.00055%
381	Rob-Jon Industries, Inc.		275.0	0.00052%
382	Antonelli Plating Co., Inc.		250.0	0.00047%
382	Jim's Auto Body		250.0	0.00047%
383	GM Auto Body Repairs		230.0	0.00043%
384	Aid Tool And Die/R.K. Mfg./Aid Tool & Die Co.		220.0	0.00042%
384	Products Design & Manufacturing Corporation		220.0	0.00042%
384	Waters Printing Company		220.0	0.00042%

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 Enclosure B

Rank	Generator Name	Individual Volume in Gallons	Total Volume in Gallons	Percentage % Waste Volume Total
385	Dino Corporation		210.0	0.00040%
386	Malden Auto Body, Inc.		205.0	0.00039%
387	Holts, Inc.		200.0	0.00038%
387	Rotair Industries, Inc.		200.0	0.00038%
387	Walnut Hill Auto Body, Inc.		200.0	0.00038%
388	JDC Towing, Inc.		175.0	0.00033%
389	Curtis Products		165.0	0.00031%
389	Fahey's Tire Center, Inc.		165.0	0.00031%
389	Grodel Manufacturing Co.		165.0	0.00031%
389	Jared Manufacturing Co.		165.0	0.00031%
390	Galaxy Auto Body		160.0	0.00030%
390	U.S. Postal Service, Vehicle Maintenance Facility		160.0	0.00030%
391	Mackechnie Electrostatic Paint Co.		155.0	0.00029%
392	Pepsi-Cola Bottling Company		150.0	0.00028%
392	Sport Bilt		150.0	0.00028%
393	B & D Auto Body		145.0	0.00027%
393	D.G.C. Auto Body		145.0	0.00027%
394	Alpha-Core, Inc.		110.0	0.00021%
394	Dicicco's Auto Body		110.0	0.00021%
394	Industrial Safety Supply Company, Inc.		110.0	0.00021%
394	Mayhew Steel Products, Inc.		110.0	0.00021%
Rank List Subtotal:			43,117,415.9	81.48687%
DeMinimis Settlers Subtotal:			1,651,732.0	3.12158%
Bankruptcy Settlements Subtotal:			1,406,522.0	2.65816%
Orphan Share Volume:			6,737,656.6	12.73338%
Total Site Volume:			52,913,326.5	100.00000%

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA
and STATE OF CONNECTICUT

Plaintiffs,

v.

_____, INC.,

Defendants.

CIVIL ACTION NO. _____

**CONSENT DECREE
REGARDING SOLVENTS RECOVERY SERVICE
OF NEW ENGLAND, INC. SUPERFUND SITE**

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I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §§ 9606, 9607.

B. The United States in its complaint seeks, inter alia: (1) reimbursement of costs incurred by EPA and the Department of Justice for response actions at the Solvents Recovery Service of New England, Inc. Superfund Site in Southington, Connecticut, together with accrued interest; and (2) performance of studies and response work by the defendants at the Site consistent with the National Contingency Plan, 40 C.F.R. Part 300 (as amended) (“NCP”).

C. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State of Connecticut (the “State”) on March 28, 2006, of negotiations with potentially responsible parties regarding the implementation of the remedial design and remedial action for the Site, and EPA has provided the Commonwealth with an opportunity to participate in such negotiations and be a party to this Consent Decree.

D. The State has also filed a complaint against the defendants and the United States in this Court alleging that the defendants and the Settling Federal Agencies are liable to the State under Section 107 of CERCLA, 42 U.S.C. § 9607, and Conn. Gen. Stats. § 22a-451, for recovery of the response costs incurred by the State and for the recovery of the costs and expenses to be incurred by the State in investigating, containing, removing, monitoring, or mitigating pollution and contamination allegedly caused by the defendants.

E. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the United States Department of Interior and the United States National Oceanographic and Atmospheric Agency, and the State of Connecticut Department of Environmental Protection, by letter dated March 28, 2006, of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under State and Federal trusteeship and encouraged the trustees to participate in the negotiation of this Consent Decree.

F. The defendants that have entered into this Consent Decree (“Settling Defendants”) do not admit any liability to the Plaintiffs arising out of the transactions or occurrences alleged in the complaints, nor do they acknowledge that the release or threatened release of hazardous substance(s) at or from the Site constitutes an imminent or substantial endangerment to the public health or welfare or the environment. The Settling Federal Agencies do not admit any liability arising out of the transactions or occurrences alleged in any counterclaim asserted by the Settling Defendants or any claim by the State .

G. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983, 48 Fed. Reg. 40658.

H. In response to a release or a substantial threat of a release of hazardous substances at or from the Site, EPA commenced the Remedial Investigation and Feasibility Study (“RI/FS”) for the Site, pursuant to 40 C.F.R. § 300.430, in 1990. In 1994, EPA issued a Remedial Investigation (“RI”) Report.

I. In 1997, EPA and the Settling Defendants entered into an Administrative Order by Consent (“Consent Order”), pursuant to which the Settling Defendants agreed to perform the remainder of the RI/FS, as well as other response activities at the Site. Pursuant to the Consent Order, the Settling Defendants completed a Supplemental RI in 1998, and a Feasibility Study (“FS”) Report in May 2005.

J. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the RI/FS and of the proposed plan for remedial action on June 10, 2005, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which EPA based the selection of the response action.

K. The decision by EPA on the remedial action to be implemented at the Site is embodied in a final Record of Decision (“ROD”), executed on September 30, 2005. The ROD includes a responsiveness summary to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA.

L. Based on the information presently available to EPA and the State, EPA and the State believe that the Work will be properly and promptly conducted by the Settling Defendants if conducted in accordance with the requirements of this Consent Decree and its appendices.

M. Solely for the purposes of Section 113(j) of CERCLA, the Remedial Action selected by the ROD and the Work to be performed by the Settling Defendants shall constitute a response action taken or ordered by the President.

N. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and implementation of this Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b). This Court also has personal jurisdiction over the Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaints, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Consent Decree or this Court’s jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States and the State and upon Settling Defendants and their heirs, successors and assigns. Any change in ownership or corporate status of a Settling Defendant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Defendant’s responsibilities under this Consent Decree.

3. Settling Defendants shall provide a copy of this Consent Decree to each contractor hired to perform the Work (as defined below) required by this Consent Decree and to each person representing any Settling Defendant with respect to the Site or the Work and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Consent Decree. Settling Defendants or their contractors shall provide written notice of the Consent Decree to all subcontractors hired to perform any portion of the Work required by this Consent Decree. Settling Defendants shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work contemplated herein in accordance with this Consent Decree. With regard to the activities undertaken pursuant to this Consent Decree, each contractor and subcontractor shall be deemed to be in a contractual relationship with the Settling Defendants within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

IV. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

“Consent Decree” shall mean this Decree and all appendices attached hereto (listed in Section XXIX). In the event of conflict between this Decree and any appendix, this Decree shall control.

“CTDEP” shall mean the Connecticut Department of Environmental Protection and any successor departments or agencies of the State.

“Day” shall mean a calendar day unless expressly stated to be a working day. “Working day” shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

“Effective Date” shall be the effective date of this Consent Decree as provided in Paragraph 120.

“EPA” shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

“Future Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Consent Decree, verifying the Work, or otherwise implementing, overseeing, or enforcing this Consent Decree, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Sections VII, IX (including, but not limited to, the cost of attorney time and any monies paid to secure access and/or to secure or implement institutional controls including, but not limited to, the amount of just compensation), XV, and Paragraph 100 of Section XXI. Future Response Costs shall also include all Interim Response Costs, and all Interest on those Past Response Costs Settling

Defendants have agreed to reimburse under this Consent Decree that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from August 1, 2006 to the date of entry of this Consent Decree.

“Interim Response Costs” shall mean all costs, including direct and indirect costs, (a) paid by the United States in connection with the Site between August 1, 2006 and the Effective Date, or (b) incurred prior to the Effective Date but paid after that date.

“Interest,” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Operation and Maintenance” or “O & M” shall mean all activities required to maintain the effectiveness of the Remedial Action as required under the Operation and Maintenance Plan approved or developed by EPA pursuant to this Consent Decree and the Statement of Work (SOW).

“Paragraph” shall mean a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

“Parties” shall mean the United States, the State of Connecticut, and the Settling Defendants.

“Past Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through August 1, 2006, plus Interest on all such costs which has accrued pursuant to 42 U.S.C. § 9607(a) through such date.

“Performance Standards” shall mean the cleanup standards and other measures of achievement of the goals of the Remedial Action, set forth in Section L of the ROD and Section IV. of the SOW.

“Plaintiffs” shall mean the United States and the State of Connecticut.

“RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 *et seq.* (also known as the Resource Conservation and Recovery Act).

“Record of Decision” or “ROD” shall mean the EPA Record of Decision relating to the Site signed on September 30, 2005, by the Director, Office of Site Remediation and Restoration, EPA Region 1, and all attachments thereto. The ROD is attached as Appendix A.

“Remedial Action” shall mean those activities, except for Operation and Maintenance, to be undertaken by the Settling Defendants to implement the ROD, in accordance with the SOW and the final Remedial Design and Remedial Action Work Plans and other plans approved by EPA.

“Remedial Action Work Plan” shall mean the document developed pursuant to Paragraph 12 of this Consent Decree and approved by EPA, and any amendments thereto.

“Remedial Design” shall mean those activities to be undertaken by the Settling Defendants to develop the final plans and specifications for the Remedial Action pursuant to the Remedial Design Work Plan.

“Remedial Design Work Plan” shall mean the document developed pursuant to Paragraph 11 of this Consent Decree and approved by EPA, and any amendments thereto.

“Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

“Settling Defendants” shall mean those Parties identified in Appendix D.

“Settling Federal Agencies” shall mean those departments, agencies, and instrumentalities of the United States identified in Appendix E, which are resolving any claims which have been or could be asserted against them with regard to this Site as provided in this Consent Decree.

“Site” shall mean the Solvents Recovery Service of New England Superfund Site, encompassing approximately 45 acres, located on Lazy Lane in Southington, CT, including the aerial extent of contamination resulting from operations of the former Solvents Recovery Service of New England facility, and depicted generally on the map attached as Appendix C.

“State” shall mean the State of Connecticut.

“State Future Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the State incurs in reviewing or developing plans, reports and other items pursuant to this Consent Decree, verifying the Work, or otherwise implementing, overseeing, or enforcing this Consent Decree, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Sections VII, IX (including, but not limited to, the cost of attorney time and any monies paid to secure access and/or to secure or implement institutional controls, including, but not limited to, the amount of just compensation), XV, and Paragraph 100 of Section XXI.

“Statement of Work” or “SOW” shall mean the statement of work for implementation of the Remedial Design, Remedial Action, and Operation and Maintenance at the Site, as set forth in Appendix B to this Consent Decree and any modifications made in accordance with this Consent Decree.

“Supervising Contractor” shall mean the principal contractor retained by the Settling Defendants to supervise and direct the implementation of the Work under this Consent Decree.

“United States” shall mean the United States of America, including all of its departments, agencies, and instrumentalities, which includes without limitation EPA, the Settling Federal Agencies and any federal natural resources trustee.

“Waste Material” shall mean (1) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); [(3) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); (4) any “hazardous material” Sections 22a-449(c)-100 through 22a-449(c)-110 and

Section 22a-449(c)-11 of the Regulations of Connecticut State Agencies and Conn. Gen. Statute § 22a-115.

“Work” shall mean all activities Settling Defendants are required to perform under this Consent Decree, except those required by Section XXV (Retention of Records).

V. GENERAL PROVISIONS

5. Objectives of the Parties. The objectives of the Parties in entering into this Consent Decree are to protect public health or welfare or the environment at the Site by the design and implementation of response actions at the Site by the Settling Defendants, to reimburse response costs of the Plaintiffs, and to resolve the claims of Plaintiffs against Settling Defendants and the claims of the State and Settling Defendants which have been or could have been asserted against the United States with regard to this Site as provided in this Consent Decree.

6. Commitments by Settling Defendants and Settling Federal Agencies.

a. Settling Defendants shall finance and perform the Work in accordance with this Consent Decree, the ROD, the SOW, and all work plans and other plans, standards, specifications, and schedules set forth herein or developed by Settling Defendants and approved by EPA pursuant to this Consent Decree. Settling Defendants shall also reimburse the United States and the State for Past Response Costs and/or Future Response Costs as provided in this Consent Decree. The Settling Federal Agencies shall reimburse the EPA Hazardous Substance Superfund for Past Response Costs and Future Response Costs, the State for its response costs, and the Settling Defendants for their response costs, as provided in this Consent Decree.

b. The obligations of Settling Defendants to finance and perform the Work and to pay amounts owed the United States and the State under this Consent Decree are joint and several. In the event of the insolvency or other failure of any one or more Settling Defendants to implement the requirements of this Consent Decree, the remaining Settling Defendants shall complete all such requirements.

7. Compliance With Applicable Law. All activities undertaken by Settling Defendants pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal and state laws and regulations. Settling Defendants must also comply with all applicable or relevant and appropriate requirements of all Federal and state environmental laws as set forth in the ROD and the SOW (“ARARs”). The activities conducted pursuant to this Consent Decree, if approved by EPA, shall be considered to be consistent with the NCP.

8. Permits.

a. As provided in Section 121(e) of CERCLA and Section 300.400(e) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal or state permit or approval, Settling Defendants shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

b. The Settling Defendants may seek relief under the provisions of Section XVIII (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit required for the Work.

c. This Consent Decree is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

VI. PERFORMANCE OF THE WORK BY SETTLING DEFENDANTS

9. The Settling Defendants shall perform the Work for the Site as described in this Consent Decree; in the ROD attached as Appendix A; in the SOW (which the Parties agree is consistent with the ROD) attached as Appendix B; and any modifications thereto. The ROD, the SOW, and all modifications to the SOW, are hereby incorporated by reference and made a part of this Decree. The Work shall be performed in accordance with all the provisions of this Decree, the SOW, any modifications to the SOW, and all design specifications or other plans or schedules attached to or approved pursuant to the SOW.

10. Selection of Supervising Contractor.

a. All aspects of the Work to be performed by Settling Defendants pursuant to Sections VI (Performance of the Work by Settling Defendants), VII (Remedy Review), VIII (Quality Assurance, Sampling and Data Analysis), and XV (Emergency Response) shall be under the direction and supervision of the Supervising Contractor, the selection of which shall be subject to disapproval by EPA, after a reasonable opportunity for review and comment by the State. Within 10 days after the lodging of this Consent Decree, Settling Defendants shall notify EPA and the State in writing of the name, title, and qualifications of any contractor proposed to be the Supervising Contractor. With respect to any contractor proposed to be Supervising Contractor, Settling Defendants shall demonstrate that the proposed contractor has a quality system that complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. EPA will issue a notice of disapproval or an authorization to proceed. If at any time thereafter, Settling Defendants propose to change a Supervising Contractor, Settling Defendants shall give such notice to EPA and the State and must obtain an authorization to proceed from EPA, after a reasonable opportunity for review and comment by the State, before the new Supervising Contractor performs, directs, or supervises any Work under this Consent Decree.

a. If EPA disapproves a proposed Supervising Contractor, EPA will notify Settling Defendants in writing. Settling Defendants shall submit to EPA and the State a list of contractors, including the qualifications of each contractor, that would be acceptable to them within 30 days of receipt of EPA's disapproval of the contractor previously proposed. EPA will provide written notice of the names of any contractor(s) that it disapproves and an authorization to proceed with respect to any of the other contractors. Settling Defendants may select any contractor from that list that is not disapproved and shall notify EPA and the State of the name of the contractor selected within 21 days of EPA's authorization to proceed.

b. If EPA fails to provide written notice of its authorization to proceed or disapproval as provided in this Paragraph and this failure prevents the Settling Defendants from meeting one or more deadlines in a plan approved by the EPA pursuant to this Consent Decree, Settling Defendants may seek relief under the provisions of Section XVIII (Force Majeure) hereof.

11. Remedial Design.

a. Consistent with the deadlines provided in the SOW, Settling Defendants shall submit to EPA and the State the deliverables required as part of the Remedial Design, as set forth in Section V of the SOW, including, but not limited to, a work plan for the design of the Remedial Action at the Site (“Remedial Design Work Plan” or “RD Work Plan”). The Remedial Design Work Plan shall provide for design of the remedy set forth in the ROD, in accordance with the SOW and for achievement of the Performance Standards and other requirements set forth in the ROD, this Consent Decree and/or the SOW. Upon its approval by EPA, the Remedial Design Work Plan shall be incorporated into and become enforceable under this Consent Decree. Consistent with the deadlines provided in the SOW, the Settling Defendants shall submit to EPA and the State a Health and Safety Plan for field design activities which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. § 1910.120.

b. Upon approval of the Remedial Design Work Plan by EPA, after a reasonable opportunity for review and comment by the State, and submittal of the Health and Safety Plan for all field activities to EPA and the State, Settling Defendants shall implement the Remedial Design Work Plan. The Settling Defendants shall submit to EPA and the State all plans, submittals and other deliverables required under the approved Remedial Design Work Plan in accordance with the approved schedule for review and approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Unless otherwise directed by EPA, Settling Defendants shall not commence further Remedial Design activities at the Site prior to approval of the Remedial Design Work Plan. Upon approval by EPA of the other Remedial Design deliverables required under the SOW, Settling Defendants shall implement the activities required by such deliverables.

12. Remedial Action.

a. Consistent with the deadlines provided in the SOW, Settling Defendants shall submit to EPA and the State the deliverables required as part of the Remedial Design, as set forth in Section VI of the SOW, including, but not limited to, a work plan for the performance of the Remedial Action at the Site (“Remedial Action Work Plan”). The Remedial Action Work Plan shall provide for construction and implementation of the remedy set forth in the ROD and achievement of the Performance Standards, in accordance with this Consent Decree, the ROD, the SOW, and the design plans and specifications developed in accordance with the Remedial Design Work Plan and approved by EPA. Upon its approval by EPA, the Remedial Action Work Plan shall be incorporated into and become enforceable under this Consent Decree. At the same time as they submit the Remedial Action Work Plan, Settling Defendants shall submit to EPA and the State a Health and Safety Plan for field activities required by the Remedial Action Work Plan which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. § 1910.120. The Settling Defendants shall submit to EPA for approval all other Remedial Action plans, submittals and deliverables

described in the SOW, in accordance with the schedule set forth in the SOW and the approved Remedial Action Work Plan.

b. Upon approval of the Remedial Action Work Plan by EPA, after a reasonable opportunity for review and comment by the State, Settling Defendants shall implement the activities required under the Remedial Action Work Plan. The Settling Defendants shall submit to EPA and the State all plans, submittals, or other deliverables required under the approved Remedial Action Work Plan in accordance with the approved schedule for review and approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Unless otherwise directed by EPA, Settling Defendants shall not commence physical Remedial Action activities at the Site prior to approval of the Remedial Action Work Plan. Upon approval by EPA of the other Remedial Action deliverables required under the SOW, Settling Defendants shall implement the activities required by such deliverables.

13. The Settling Defendants shall continue to implement the Remedial Action and O&M until the Performance Standards are achieved and for so long thereafter as is otherwise required under this Consent Decree.

14. Modification of the SOW or Related Work Plans.

a. If EPA determines that modification to the work specified in the SOW and/or in work plans developed pursuant to the SOW is necessary to achieve and maintain the Performance Standards or to carry out and maintain the effectiveness of the remedy set forth in the ROD, EPA may require that such modification be incorporated in the SOW and/or such work plans, provided, however, that a modification may only be required pursuant to this Paragraph to the extent that it is consistent with the scope of the remedy selected in the ROD.

b. For the purposes of this Paragraph 14 and Paragraphs 52 and 53 only, the “scope of the remedy selected in the ROD” shall mean the actions described in Section L of the ROD, including, but not limited to, the following: (1) in-situ thermal treatment of contaminants in a specified area of the Site; (2) excavation, consolidation and installation of a cap overlying contaminated soil and contaminated wetland soil; (3) capture and on-site treatment of contaminated groundwater; (4) monitored natural attenuation; (5) environmental and compliance monitoring; (6) implementation of institutional controls; and (7) maintenance of the cap over the long term.

c. If Settling Defendants object to any modification determined by EPA to be necessary pursuant to this Paragraph, they may seek dispute resolution pursuant to Section XIX (Dispute Resolution), Paragraph 73 (Record Review). The SOW and/or related work plans shall be modified in accordance with final resolution of the dispute.

d. Settling Defendants shall implement any work required by any modifications incorporated in the SOW and/or in work plans developed pursuant to the SOW in accordance with this Paragraph.

e. Nothing in this Paragraph shall be construed to limit EPA’s authority to require performance of further response actions as otherwise provided in this Consent Decree.

15. Settling Defendants acknowledge and agree that nothing in this Consent Decree, the SOW, or the Remedial Design or Remedial Action Work Plans constitutes a warranty or

representation of any kind by Plaintiffs that compliance with the work requirements set forth in the SOW and the Work Plans will achieve the Performance Standards.

16. a. Settling Defendants shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification to the appropriate state environmental official in the receiving facility's state and to the EPA Project Coordinator of such shipment of Waste Material. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

(1) The Settling Defendants shall include in the written notification the following information, where available: (1) the name and location of the facility to which the Waste Material is to be shipped; (2) the type and quantity of the Waste Material to be shipped; (3) the expected schedule for the shipment of the Waste Material; and (4) the method of transportation. The Settling Defendants shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

(2) The identity of the receiving facility and state will be determined by the Settling Defendants following the award of the contract for Remedial Action construction. The Settling Defendants shall provide the information required by Paragraph 16.a as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Settling Defendants shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3) and 40 C.F.R. 300.440. Settling Defendants shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulations cited in the preceding sentence.

VII. REMEDY REVIEW

17. Periodic Review. Settling Defendants shall conduct any studies and investigations as requested by EPA, in order to permit EPA to conduct reviews of whether the Remedial Action is protective of human health and the environment at least every five years as required by Section 121(c) of CERCLA and any applicable regulations.

18. EPA Selection of Further Response Actions. If EPA determines, at any time, that the Remedial Action is not protective of human health and the environment, EPA may select further response actions for the Site in accordance with the requirements of CERCLA and the NCP.

19. Opportunity To Comment. Settling Defendants and, if required by Sections 113(k)(2) or 117 of CERCLA, the public, will be provided with an opportunity to comment on any further response actions proposed by EPA as a result of the review conducted pursuant to Section 121(c) of CERCLA and to submit written comments for the record during the comment period.

20. Settling Defendants' Obligation To Perform Further Response Actions. If EPA selects further response actions for the Site, the Settling Defendants shall undertake such further response actions to the extent that the reopener conditions in Paragraph 92 or Paragraph 93

(United States' reservations of liability based on unknown conditions or new information) are satisfied. Settling Defendants may invoke the procedures set forth in Section XIX (Dispute Resolution) to dispute (1) EPA's determination that the reopener conditions of Paragraph 92 or Paragraph 93 of Section XXI (Covenants by Plaintiffs) are satisfied, (2) EPA's determination that the Remedial Action is not protective of human health and the environment, or (3) EPA's selection of the further response actions. Disputes pertaining to the whether the Remedial Action is protective or to EPA's selection of further response actions shall be resolved pursuant to Paragraph 73 (Record Review).

21. **Submissions of Plans.** If Settling Defendants are required to perform the further response actions pursuant to Paragraph 20, they shall submit a plan for such work to EPA for approval in accordance with the procedures set forth in Section VI (Performance of the Work by Settling Defendants) and shall implement the plan approved by EPA in accordance with the provisions of this Decree.

VIII. QUALITY ASSURANCE, SAMPLING, AND DATA ANALYSIS

22. Settling Defendants shall use quality assurance, quality control, and chain of custody procedures for all samples in accordance with "EPA Requirements for Quality Assurance Plans (QA/R5)" (EPA/240/B-01/003, March 2001) "Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/240/R-02/009, December 2002), "EPA New England Quality Assurance Project Plan Program Guidance," April 2005, and subsequent amendments to such guidelines upon notification by EPA to Settling Defendants of such amendment. Amended guidelines shall apply only to procedures conducted after such notification. Prior to the commencement of any sampling or monitoring project under this Consent Decree, Settling Defendants shall submit to EPA for approval, after a reasonable opportunity for review and comment by the State, a Sampling and Analysis Plan ("SAP"), which includes, among other things, a Quality Assurance Project Plan ("QAPP") that is consistent with the SOW, the NCP and applicable guidance documents. If relevant to the proceeding, the Parties agree that validated sampling data generated in accordance with the QAPP(s) and reviewed and approved by EPA shall be admissible as evidence, without objection, in any proceeding under this Decree. Settling Defendants shall ensure that EPA and State personnel and their authorized representatives are allowed access at reasonable times to all laboratories utilized by Settling Defendants in implementing this Consent Decree. In addition, Settling Defendants shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring. Settling Defendants shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this Decree perform all analyses according to accepted EPA methods. Accepted EPA methods consist of those methods which are documented in the "Contract Lab Program Statement of Work for Organic Analysis" (Multi-Media, Multi-Concentration Organics Analysis, SOMO1.1, which can be found at <http://www.epa.gov/superfund/programs/clp/som1.htm>) and the "Contract Lab Program Statement of Work for Inorganic Analysis," (Multi-Media, Multi-Concentration Inorganic Analysis, ILM05.3, which can be found at <http://www.epa.gov/superfund/programs/clp/ilm5.htm>), and any amendments made thereto during the course of the implementation of this Decree; however, upon approval by EPA, after opportunity for review and comment by the State, the Settling Defendants may use other analytical methods which are as stringent as or more stringent than the CLP-approved methods. Settling Defendants shall ensure that all laboratories they use for analysis of samples taken

pursuant to this Consent Decree participate in an EPA or EPA-equivalent QA/QC program. Settling Defendants shall only use laboratories that have a documented Quality System which complies with ANSI/ASQ E4-2004, "Quality Systems for Environmental Data and Technology Programs: Requirements with Guidance for Use," and "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) as meeting the Quality System requirements. Settling Defendants shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Decree will be conducted in accordance with the procedures set forth in the QAPP approved by EPA.

23. Upon request, the Settling Defendants shall allow split or duplicate samples to be taken by EPA and the State or their authorized representatives. Settling Defendants shall notify EPA and the State not less than 28 days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA and the State shall have the right to take any additional samples that EPA or the State deem necessary. Upon request, EPA and the State shall allow the Settling Defendants to take split or duplicate samples of any samples they take as part of the Plaintiffs' oversight of the Settling Defendants' implementation of the Work.

24. Settling Defendants shall submit six (6) copies to EPA and two (2) copies to the State of the results of all sampling and/or tests or other data obtained or generated by or on behalf of Settling Defendants with respect to the Site and/or the implementation of this Consent Decree, unless EPA specifies another number of copies.

25. Notwithstanding any provision of this Consent Decree, the United States and the State hereby retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA and any other applicable statutes or regulations.

IX. ACCESS AND INSTITUTIONAL CONTROLS

26. If the Site, or any other property where access and/or land/water use restrictions are needed to implement this Consent Decree, is owned or controlled by any of the Settling Defendants, such Settling Defendants shall:

a. commencing on the date of lodging of this Consent Decree, provide the United States, the State, and their representatives, including EPA and its contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Consent Decree including, but not limited to, the following activities:

- (1) Monitoring the Work;
- (2) Verifying any data or information submitted to the United States or the State;
- (3) Conducting investigations relating to contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, or implementing additional response actions at or near the Site;

(6) Assessing implementation of quality assurance and quality control practices as defined in the approved Quality Assurance Project Plans;

(7) Implementing the Work pursuant to the conditions set forth in Paragraph 100 ;

(8) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents, consistent with Section XXIV (Access to Information);

(9) Assessing Settling Defendants' compliance with this Consent Decree; and

(10) Determining whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Consent Decree.

b. commencing on the date of lodging of this Consent Decree, refrain from using the Site, or such other property, in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the remedial measures to be performed pursuant to this Consent Decree. Such restrictions include, but are not limited to, (1) prohibiting activities that could harm the capped areas of the Site; (2) prohibiting use of contaminated groundwater; (3) prohibiting activities that could result in exposure to contaminants in the subsurface soils and groundwater; and (4) ensuring that any new structures on the Site will be constructed to minimize potential risk of inhalation of contaminants.

c. execute and record with the Town Clerk, Town of Southington, County of Hartford, State of Connecticut, an easement, running with the land, that (i) grants a right of access for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 26.a, and (ii) grants the right to enforce the land/water use restrictions listed in Paragraph 26.b, or other restrictions that EPA determines are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree. Such Settling Defendants shall grant the access rights and the rights to enforce the land/water use restrictions to (i) the United States, on behalf of EPA, and its representatives, (ii) the State and its representatives, (iii) the other Settling Defendants and their representatives, and/or (iv) other appropriate grantees. Such Settling Defendants shall, within 45 days of entry of this Consent Decree, submit to EPA for review and approval with respect to such property:

(1) A draft easement, in substantially the form attached hereto as Appendix G, that is enforceable under the laws of the State of Connecticut, free and clear of all prior liens and encumbrances (except as approved by EPA), and acceptable under the Attorney General's Title Regulations promulgated pursuant to 40 U.S.C. § 255; and

(2) a current title commitment or report prepared in accordance with the U.S. Department of Justice Standards for the Preparation of Title Evidence in Land Acquisitions by the United States (2001) (the "Standards").

Within 15 days of EPA's approval and acceptance of the easement, such Settling Defendants shall update the title search and, if it is determined that nothing has occurred since the effective

date of the commitment to affect the title adversely, record the easement with the Town Clerk, Town of Southington, County of Hartford, State of Connecticut. Within 30 days of recording the easement, such Settling Defendants shall provide EPA with final title evidence acceptable under the Standards, and a certified copy of the original recorded easement showing the clerk's recording stamps.

27. If the Site, or any other property where access and/or land/water use restrictions are needed to implement this Consent Decree, is owned or controlled by persons other than any of the Settling Defendants, Settling Defendants shall use best efforts to secure from such persons:

a. an agreement to provide access thereto for Settling Defendants, as well as for the United States on behalf of EPA, and the State, as well as their representatives (including contractors), for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 26.a;

b. an agreement, enforceable by the Settling Defendants and the United States, to abide by the obligations and restrictions established by Paragraph 26.a, or that are otherwise necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree; and

c. the execution and recordation with the Town Clerk, Town of Southington, County of Hartford, State of Connecticut, of an easement, running with the land, that (i) grants a right of access for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 26.a, and (ii) grants the right to enforce the land/water use restrictions listed in Paragraph 26.b, or other restrictions that EPA determines are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree. The access rights and/or rights to enforce land/water use restrictions shall be granted to (i) the United States, on behalf of EPA, and its representatives, (ii) the State and its representatives, (iii) the other Settling Defendants and their representatives, and/or (iv) other appropriate grantees. Within 45 days of entry of this Consent Decree, Settling Defendants shall submit to EPA for review and approval with respect to such property:

(1) A draft easement, in substantially the form attached hereto as Appendix G, that is enforceable under the laws of the State of Connecticut, free and clear of all prior liens and encumbrances (except as approved by EPA), and acceptable under the Attorney General's Title Regulations promulgated pursuant to 40 U.S.C. § 255; and

(2) a current title commitment or report prepared in accordance with the U.S. Department of Justice Standards for the Preparation of Title Evidence in Land Acquisitions by the United States (2001) (the "Standards").

Within 15 days of EPA's approval and acceptance of the easement, Settling Defendants shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment or report to affect the title adversely, the easement shall be recorded with Town Clerk, Town of Southington, County of Hartford, State of Connecticut. Within 30 days of the recording of the easement, Settling Defendants shall provide EPA with final title evidence acceptable under the Standards, and a certified copy of the original recorded easement showing the clerk's recording stamps.

28. For purposes of Paragraph 27, “best efforts” includes the payment of reasonable sums of money in consideration of access, access easements, land/water use restrictions, restrictive easements, and/or an agreement to release or subordinate a prior lien or encumbrance. If (a) any access or land/water use restriction agreements required by Paragraphs 27.a or 27.b are not obtained within 45 days of the date of entry of this Consent Decree, (b) any access easements or restrictive easements required by Paragraph 27.c are not submitted to EPA in draft form within 45 days of the date of entry of this Consent Decree, or (c) Settling Defendants are unable to obtain an agreement pursuant to Paragraph 26.c(1) or Paragraph 27.c(1) from the holder of a prior lien or encumbrance to release or subordinate such lien or encumbrance to the easement being created pursuant to this consent decree within 45 days of the date of entry of this consent decree, Settling Defendants shall promptly notify the United States in writing, and shall include in that notification a summary of the steps that Settling Defendants have taken to attempt to comply with Paragraph 26 or 27. The United States may, as it deems appropriate, assist Settling Defendants in obtaining access or land/water use restrictions, either in the form of contractual agreements or in the form of easements running with the land, or in obtaining the release or subordination of a prior lien or encumbrance. Settling Defendants shall reimburse the United States in accordance with the procedures in Section XVI (Reimbursement of Response Costs), for all costs incurred, direct or indirect, by the United States in obtaining such access, land/water use restrictions, and/or the release/subordination of prior liens or encumbrances including, but not limited to, the cost of attorney time and the amount of monetary consideration paid or just compensation.

29. If EPA determines that land/water use restrictions in the form of state or local laws, regulations, ordinances or other governmental controls are needed to implement the remedy selected in the ROD, ensure the integrity and protectiveness thereof, or ensure non-interference therewith, Settling Defendants shall cooperate with EPA’s and the State’s efforts to secure such governmental controls.

30. Notwithstanding any provision of this Consent Decree, the United States and the State retain all of their access authorities and rights, as well as all of their rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statute or regulations.

X. REPORTING REQUIREMENTS

31. In addition to any other requirement of this Consent Decree, Settling Defendants shall submit six (6) copies to EPA and two (2) copies to the State (or such other number of copies, if specified by EPA) of written monthly progress reports that: (a) describe the actions which have been taken toward achieving compliance with this Consent Decree during the previous month; (b) include a summary of all results of sampling and tests and all other data received or generated by Settling Defendants or their contractors or agents in the previous month; (c) identify all work plans, plans and other deliverables required by this Consent Decree completed and submitted during the previous month; (d) describe all actions, including, but not limited to, data collection and implementation of work plans, which are scheduled for the next six weeks and provide other information relating to the progress of construction, including, but not limited to, critical path diagrams, Gantt charts and Pert charts; (e) include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to

mitigate those delays or anticipated delays; (f) include any modifications to the work plans or other schedules that Settling Defendants have proposed to EPA or that have been approved by EPA; and (g) describe all activities undertaken in support of the Community Relations Plan during the previous month and those to be undertaken in the next six weeks. Settling Defendants shall submit these progress reports to EPA and the State by the tenth day of every month following the lodging of this Consent Decree until EPA notifies the Settling Defendants pursuant to Paragraph 53.b of Section XIV (Certification of Completion). If requested by EPA or the State, Settling Defendants shall also provide briefings for EPA and the State to discuss the progress of the Work.

32. The Settling Defendants shall notify EPA of any change in the schedule described in the monthly progress report for the performance of any activity, including, but not limited to, data collection and implementation of work plans, no later than seven (7) days prior to the performance of the activity.

33. Upon the occurrence of any event during performance of the Work that Settling Defendants are required to report pursuant to Section 103 of CERCLA or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), Settling Defendants shall within 24 hours of the onset of such event orally notify the EPA Project Coordinator or the Alternate EPA Project Coordinator (in the event of the unavailability of the EPA Project Coordinator), or, in the event that neither the EPA Project Coordinator or Alternate EPA Project Coordinator is available, the Emergency Response Section, Region 1, United States Environmental Protection Agency. These reporting requirements are in addition to the reporting required by CERCLA Section 103 or EPCRA Section 304.

34. Within 20 days of the onset of such an event, Settling Defendants shall furnish to Plaintiffs a written report, signed by the Settling Defendants' Project Coordinator, setting forth the events which occurred and the measures taken, and to be taken, in response thereto. Within 30 days of the conclusion of such an event, Settling Defendants shall submit a report setting forth all actions taken in response thereto.

35. Settling Defendants shall submit six (6) copies (or such other number of copies, if specified by EPA) of all plans, reports, and data required by the SOW, the Remedial Design Work Plan, the Remedial Action Work Plan, or any other approved plans to EPA in accordance with the schedules set forth in such plans. Settling Defendants shall simultaneously submit two (2) copies of all such plans, reports and data to the State. Upon request by EPA Settling Defendants shall submit in electronic form all portions of any report or other deliverable Settling Defendants are required to submit pursuant to the provisions of this Consent Decree.

36. All reports and other documents submitted by Settling Defendants to EPA (other than the monthly progress reports referred to above) which purport to document Settling Defendants' compliance with the terms of this Consent Decree shall be signed by an authorized representative of the Settling Defendants.

XI. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

37. After review of any plan, report or other item which is required to be submitted for approval pursuant to this Consent Decree, EPA, after reasonable opportunity for review and comment by the State, shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies;

(d) disapprove, in whole or in part, the submission, directing that the Settling Defendants modify the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Settling Defendants at least one notice of deficiency and an opportunity to cure within 14 days, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects and the deficiencies in the submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

38. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Paragraph 37(a), (b), or (c), Settling Defendants shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA subject only to their right to invoke the Dispute Resolution procedures set forth in Section XIX (Dispute Resolution) with respect to the modifications or conditions made by EPA. In the event that EPA modifies the submission to cure the deficiencies pursuant to Paragraph 37(c) and the submission has a material defect, EPA retains its right to seek stipulated penalties, as provided in Section XX (Stipulated Penalties).

39. Resubmission of Plans.

a. Upon receipt of a notice of disapproval pursuant to Paragraph 37(d), Settling Defendants shall, within 14 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item for approval. Any stipulated penalties applicable to the submission, as provided in Section XX, shall accrue during the 14-day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 40 and 41.

b. Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph 37(d), Settling Defendants shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission. Implementation of any non-deficient portion of a submission shall not relieve Settling Defendants of any liability for stipulated penalties under Section XX (Stipulated Penalties).

40. In the event that a resubmitted plan, report or other item, or portion thereof, is disapproved by EPA, EPA may again require the Settling Defendants to correct the deficiencies, in accordance with the preceding Paragraphs. EPA also retains the right to modify or develop the plan, report or other item. Settling Defendants shall implement any such plan, report, or item as modified or developed by EPA, subject only to their right to invoke the procedures set forth in Section XIX (Dispute Resolution).

41. If upon resubmission, a plan, report, or item is disapproved or modified by EPA due to a material defect, Settling Defendants shall be deemed to have failed to submit such plan, report, or item timely and adequately unless the Settling Defendants invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution) and EPA's action is overturned pursuant to that Section. The provisions of Section XIX (Dispute Resolution) and Section XX (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification is upheld, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XX.

42. All plans, reports, and other items required to be submitted to EPA under this Consent Decree shall, upon approval or modification by EPA, be enforceable under this Consent Decree. In the event EPA approves or modifies a portion of a plan, report, or other item required to be submitted to EPA under this Consent Decree, the approved or modified portion shall be enforceable under this Consent Decree.

XII. PROJECT COORDINATORS

43. Within 10 days of lodging this Consent Decree, Settling Defendants, the State and EPA will notify each other, in writing, of the name, address and telephone number of their respective designated Project Coordinators and Alternate Project Coordinators. If a Project Coordinator or Alternate Project Coordinator initially designated is changed, the identity of the successor will be given to the other Parties at least 5 working days before the changes occur, unless impracticable, but in no event later than the actual day the change is made. The Settling Defendants' Project Coordinator shall be subject to disapproval by EPA and shall have the technical expertise sufficient to adequately oversee all aspects of the Work. The Settling Defendants' Project Coordinator shall not be an attorney for any of the Settling Defendants in this matter. He or she may assign other representatives, including other contractors, to serve as a Site representative for oversight of performance of daily operations during remedial activities.

44. Plaintiffs may designate other representatives, including, but not limited to, EPA and State employees, and federal and State contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree. EPA's Project Coordinator and Alternate Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager (RPM) and an On-Scene Coordinator (OSC) by the National Contingency Plan, 40 C.F.R. Part 300. In addition, EPA's Project Coordinator or Alternate Project Coordinator shall have authority, consistent with the National Contingency Plan, to halt any Work required by this Consent Decree and to take any necessary response action when s/he determines that conditions at the Site constitute an emergency situation or may present an immediate threat to public health or welfare or the environment due to release or threatened release of Waste Material.

45. EPA's Project Coordinator and the Settling Defendants' Project Coordinator will meet, at a minimum, on a monthly basis.

XIII. PERFORMANCE GUARANTEE

46. In order to ensure the full and final completion of the Work, Performing Settling Defendants shall establish and maintain a Performance Guarantee for the benefit of EPA in the amount of \$30,620,000 (hereinafter "Estimated Cost of the Work") in one or more of the following forms, which must be satisfactory in form and substance to EPA:

a. A surety bond unconditionally guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on Federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;

b. One or more irrevocable letters of credit, payable to or at the direction of EPA, that is issued by one or more financial institution(s) (i) that has the authority to issue letters of credit and (ii) whose letter-of-credit operations are regulated and examined by a U.S. Federal or State agency;

c. A trust fund established for the benefit of EPA that is administered by a trustee (i) that has the authority to act as a trustee and (ii) whose trust operations are regulated and examined by a U.S. Federal or State agency;

d. A policy of insurance that (i) provides EPA with acceptable rights as a beneficiary thereof; and (ii) is issued by an insurance carrier (a) that has the authority to issue insurance policies in the applicable jurisdiction(s) and (b) whose insurance operations are regulated and examined by a State agency;

e. A demonstration by one or more Settling Defendants that each such Settling Defendant meets the financial test criteria of 40 C.F.R. § 264.143(f) with respect to the Estimated Cost of the Work, provided that all other requirements of 40 C.F.R. § 264.143(f) are satisfied; or

f. A written guarantee to fund or perform the Work executed in favor of EPA by one or more of the following: (i) a direct or indirect parent company of a Settling Defendant, or (ii) a company that has a “substantial business relationship” (as defined in 40 C.F.R. § 264.141(h)) with at least one Settling Defendant; provided, however, that any company providing such a guarantee must demonstrate to the satisfaction of EPA that it satisfies the financial test requirements of 40 C.F.R. § 264.143(f) with respect to the Estimated Cost of the Work that it proposes to guarantee hereunder.

47. **[For initial guarantees under subsections a, b, c, d, or f:]** Settling Defendants have selected, and EPA has approved, as an initial Performance Guarantee **[insert type(s)]** pursuant to Paragraph 46, in the form attached hereto as Appendix G. Within ten days after entry of this Consent Decree, Settling Defendants shall execute or otherwise finalize all instruments or other documents required in order to make the selected Performance Guarantee(s) legally binding in a form substantially identical to the documents attached hereto as Appendix G, and such Performance Guarantee(s) shall thereupon be fully effective. Within thirty days of entry of this Consent Decree, Settling Defendants shall submit all executed and/or otherwise finalized instruments or other documents required in order to make the selected Performance Guarantee(s) legally binding to the EPA Regional Financial Management Officer in accordance with Section XXVI (“Notices and Submissions”), with a copy to the Regional Financial Assurance Specialist, the United States, EPA and the State as specified in Section XXVI.

[Alternative 47. For initial guarantees under subsection e:] Settling Defendants have selected, and EPA has approved, as an initial Performance Guarantee a demonstration of satisfaction of financial test criteria pursuant to Paragraph 46.e with respect to **[list corporations making the guarantee if fewer than all Settling Defendants]**.

48. If at any time during the effective period of this Consent Decree, the Settling Defendants provide a Performance Guarantee for completion of the Work by means of a demonstration or guarantee pursuant to Paragraph 46(e) or Paragraph 46(f) above, such Settling Defendant shall also comply with the other relevant requirements of 40 C.F.R. § 264.143(f), 40 C.F.R. § 264.151(f), and 40 C.F.R. § 264.151(h)(1) relating to these methods unless otherwise provided in this Consent Decree, including but not limited to (i) the initial submission of required financial reports and statements from the relevant entity’s chief financial officer and independent certified public accountant; (ii) the annual re-submission of such reports and statements within ninety days after the close of each such entity’s fiscal year; and (iii) the

notification of EPA within ninety days after the close of any fiscal year in which such entity no longer satisfies the financial test requirements set forth at 40 C.F.R. § 264.143(f)(1). For purposes of the Performance Guarantee methods specified in this Section XIII, references in 40 C.F.R. Part 264, Subpart H, to “closure,” “post-closure,” and “plugging and abandonment” shall be deemed to refer to the Work required under this Consent Decree, and the terms “current closure cost estimate” “current post-closure cost estimate,” and “current plugging and abandonment cost estimate” shall be deemed to refer to the Estimated Cost of the Work.

49. In the event that EPA determines at any time that a Performance Guarantee provided by any Settling Defendant pursuant to this Section is inadequate or otherwise no longer satisfies the requirements set forth in this Section, whether due to an increase in the estimated cost of completing the Work or for any other reason, or in the event that any Settling Defendant becomes aware of information indicating that a Performance Guarantee provided pursuant to this Section is inadequate or otherwise no longer satisfies the requirements set forth in this Section, whether due to an increase in the estimated cost of completing the Work or for any other reason, Settling Defendants, within thirty days of receipt of notice of EPA’s determination or, as the case may be, within thirty days of any Settling Defendant becoming aware of such information, shall obtain and present to EPA for approval a proposal for a revised or alternative form of Performance Guarantee listed in Paragraph 46 that satisfies all requirements set forth in this Section XIII. In seeking approval for a revised or alternative form of Performance Guarantee, Settling Defendants shall follow the procedures set forth in Paragraph 51.b.(2). Settling Defendants’ inability to post a Performance Guarantee for completion of the Work shall in no way excuse performance of any other requirements of this Consent Decree, including, without limitation, the obligation of Settling Defendants to complete the Work in strict accordance with the terms hereof.

50. The commencement of any Work Takeover pursuant to Paragraph 100 shall trigger EPA’s right to receive the benefit of any Performance Guarantee(s) provided pursuant to Paragraphs 46(a), (b), (c), (d), or (f), and at such time EPA shall have immediate access to resources guaranteed under any such Performance Guarantee(s), whether in cash or in kind, as needed to continue and complete the Work assumed by EPA under the Work Takeover. If for any reason EPA is unable to promptly secure the resources guaranteed under any such Performance Guarantee(s), whether in cash or in kind, necessary to continue and complete the Work assumed by EPA under the Work Takeover, or in the event that the Performance Guarantee involves a demonstration of satisfaction of the financial test criteria pursuant to Paragraph 46(e), Settling Defendants shall immediately upon written demand from EPA deposit into an account specified by EPA, in immediately available funds and without setoff, counterclaim, or condition of any kind, a cash amount up to but not exceeding the estimated cost of the remaining Work to be performed as of such date, as determined by EPA.

51. Modification of Amount and/or Form of Performance Guarantee.

a. Reduction of Amount of Performance Guarantee. If Settling Defendants believe that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 46, Settling Defendants may, on any anniversary date of entry of this Consent Decree, or at any other time agreed to by the Parties, petition EPA in writing to request a reduction in the amount of the Performance Guarantee provided pursuant to this Section so that the amount of the Performance Guarantee is equal to the estimated cost of the

remaining Work to be performed. Settling Defendants shall submit a written proposal for such reduction to EPA that shall specify, at a minimum, the cost of the remaining Work to be performed and the basis upon which such cost was calculated. In seeking approval for a revised or alternative form of Performance Guarantee, Settling Defendants shall follow the procedures set forth in Paragraph 41(b)(ii) . If EPA decides to accept such a proposal, EPA shall notify the petitioning Settling Defendants of such decision in writing. After receiving EPA's written acceptance, Settling Defendants may reduce the amount of the Performance Guarantee in accordance with and to the extent permitted by such written acceptance. In the event of a dispute, Settling Defendants may reduce the amount of the Performance Guarantee required hereunder only in accordance with a final administrative or judicial decision resolving such dispute. No change to the form or terms of any Performance Guarantee provided under this Section, other than a reduction in amount, is authorized except as provided in Paragraph 51.b .

b. Change of Form of Performance Guarantee.

(1) If, after entry of this Consent Decree, Settling Defendants desire to change the form or terms of any Performance Guarantee(s) provided pursuant to this Section, Settling Defendants may, on any anniversary date of entry of this Consent Decree, or at any other time agreed to by the Parties, petition EPA in writing to request a change in the form of the Performance Guarantee provided hereunder. The submission of such proposed revised or alternative form of Performance Guarantee shall be as provided in Paragraph 51.b.(2). Any decision made by EPA on a petition submitted under this Subparagraph (b)(i) shall be made in EPA's sole and unreviewable discretion, and such decision shall not be subject to challenge by Settling Defendants pursuant to the dispute resolution provisions of this Consent Decree or in any other forum.

(2) Settling Defendants shall submit a written proposal for a revised or alternative form of Performance Guarantee to EPA which shall specify, at a minimum, the estimated cost of the remaining Work to be performed, the basis upon which such cost was calculated, and the proposed revised form of Performance Guarantee, including all proposed instruments or other documents required in order to make the proposed Performance Guarantee legally binding. The proposed revised or alternative form of Performance Guarantee must satisfy all requirements set forth or incorporated by reference in this Section. Settling Defendants shall submit such proposed revised or alternative form of Performance Guarantee to the EPA Regional Financial Management Officer, with a copy to the Regional Financial Assurance Specialist in accordance with Section XXVI ("Notices and Submissions"). EPA shall notify Settling Defendants in writing of its decision to accept or reject a revised or alternative Performance Guarantee submitted pursuant to this Subparagraph. Within ten days after receiving a written decision approving the proposed revised or alternative Performance Guarantee, Settling Defendants shall execute and/or otherwise finalize all instruments or other documents required in order to make the selected Performance Guarantee(s) legally binding in a form substantially identical to the documents submitted to EPA as part of the proposal, and such Performance Guarantee(s) shall thereupon be fully effective. Settling Defendants shall submit all executed and/or otherwise finalized instruments or other documents required in order to make the selected Performance Guarantee(s) legally binding to the EPA Regional Financial Management Officer within thirty days of receiving a written decision approving the proposed revised or alternative Performance

Guarantee in accordance with Section XXVI (“Notices and Submissions”), with copies to the Regional Financial Assurance Specialist, the United States, EPA and the State as specified in Section XXVI.

c. Release of Performance Guarantee. If Settling Defendants receive written notice from EPA in accordance with Paragraph 52 that the Work has been fully and finally completed in accordance with the terms of this Consent Decree, or if EPA otherwise so notifies Settling Defendants in writing, Settling Defendants may thereafter release, cancel, or discontinue the Performance Guarantee(s) provided pursuant to this Section. Settling Defendants shall not release, cancel, or discontinue any Performance Guarantee provided pursuant to this Section except as provided in this Paragraph. In the event of a dispute, Settling Defendants may release, cancel, or discontinue the Performance Guarantee(s) required hereunder only in accordance with a final administrative or judicial decision resolving such dispute.

XIV. CERTIFICATION OF COMPLETION

52. Completion of the Remedial Action.

a. Within 90 days after Settling Defendants conclude that the Remedial Action has been fully performed and the Performance Standards have been attained, Settling Defendants shall schedule and conduct a pre-certification inspection to be attended by Settling Defendants, EPA, and the State. If, after the pre-certification inspection, the Settling Defendants still believe that the Remedial Action has been fully performed and the Performance Standards have been attained, they shall submit a written report requesting certification to EPA for approval, with a copy to the State, pursuant to Section XI (EPA Approval of Plans and Other Submissions) within 30 days of the inspection. In the report, a registered professional engineer and the Settling Defendants’ Project Coordinator shall state that the Remedial Action has been completed in full satisfaction of the requirements of this Consent Decree. The written report shall include as-built drawings signed and stamped by a professional engineer. The report shall contain the following statement, signed by a responsible corporate official of a Settling Defendant or the Settling Defendants’ Project Coordinator:

To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

If, after completion of the pre-certification inspection and receipt and review of the written report, EPA, after reasonable opportunity to review and comment by the State, determines that the Remedial Action or any portion thereof has not been completed in accordance with this Consent Decree or that the Performance Standards have not been achieved, EPA will notify Settling Defendants in writing of the activities that must be undertaken by Settling Defendants pursuant to this Consent Decree to complete the Remedial Action and achieve the Performance Standards, provided, however, that EPA may only require Settling Defendants to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the “scope of the remedy selected in the ROD,” as that term is defined in Paragraph 14.b. EPA will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree and the SOW or require the Settling Defendants to submit a schedule to EPA for

approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Settling Defendants shall perform all activities described in the notice in accordance with the specifications and schedules established pursuant to this Paragraph, subject to their right to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution).

b. If EPA concludes, based on the initial or any subsequent report requesting Certification of Completion and after a reasonable opportunity for review and comment by the State, that the Remedial Action has been performed in accordance with this Consent Decree and that the Performance Standards have been achieved, EPA will so certify in writing to Settling Defendants. This certification shall constitute the Certification of Completion of the Remedial Action for purposes of this Consent Decree, including, but not limited to, Section XXI (Covenants Not to Sue by Plaintiffs). Certification of Completion of the Remedial Action shall not affect Settling Defendants' obligations under this Consent Decree.

53. Completion of the Work.

a. Within 90 days after Settling Defendants conclude that all phases of the Work (including O & M), have been fully performed, Settling Defendants shall schedule and conduct a pre-certification inspection to be attended by Settling Defendants, and EPA and the State. If, after the pre-certification inspection, the Settling Defendants still believe that the Work has been fully performed, Settling Defendants shall submit a written report by a registered professional engineer stating that the Work has been completed in full satisfaction of the requirements of this Consent Decree. The report shall contain the following statement, signed by a responsible corporate official of a Settling Defendant or the Settling Defendants' Project Coordinator:

To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

If, after review of the written report, EPA, after reasonable opportunity to review and comment by the State, determines that any portion of the Work has not been completed in accordance with this Consent Decree, EPA will notify Settling Defendants in writing of the activities that must be undertaken by Settling Defendants pursuant to this Consent Decree to complete the Work, provided, however, that EPA may only require Settling Defendants to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the "scope of the remedy selected in the ROD," as that term is defined in Paragraph 14.b. EPA will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree and the SOW or require the Settling Defendants to submit a schedule to EPA for approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Settling Defendants shall perform all activities described in the notice in accordance with the specifications and schedules established therein, subject to their right to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution).

b. If EPA concludes, based on the initial or any subsequent request for Certification of Completion by Settling Defendants and after a reasonable opportunity for review

and comment by the State, that the Work has been performed in accordance with this Consent Decree, EPA will so notify the Settling Defendants in writing.

XV. EMERGENCY RESPONSE

54. In the event of any action or occurrence during the performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Defendants shall, subject to Paragraph 55, immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately notify the EPA's Project Coordinator, or, if the Project Coordinator is unavailable, EPA's Alternate Project Coordinator. If neither of these persons is available, the Settling Defendants shall notify the EPA Emergency Response Unit, Region 1. Settling Defendants shall take such actions in consultation with EPA's Project Coordinator or other available authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plans, the Contingency Plans, and any other applicable plans or documents developed pursuant to the SOW. In the event that Settling Defendants fail to take appropriate response action as required by this Section, and EPA or, as appropriate, the State take such action instead, Settling Defendants shall reimburse EPA and the State all costs of the response action not inconsistent with the NCP pursuant to Section XVI (Payments for Response Costs).

55. Nothing in the preceding Paragraph or in this Consent Decree shall be deemed to limit any authority of the United States, or the State, a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, subject to Section XXI (Covenants by Plaintiffs).

XVI. PAYMENTS FOR RESPONSE COSTS

56. Payments by Settling Defendants for Past Response Costs.

a. Within 30 days of the Effective Date, Settling Defendants shall pay to EPA \$13,846,497.21 in payment for Past Response Costs. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing USAO File Number ____, EPA Site/Spill ID Number 01-08, and DOJ Case Number 90-7-1-23/6. Payment shall be made in accordance with instructions provided to the Settling Defendants by the Financial Litigation Unit of the United States Attorney's Office for the District of Connecticut following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 p.m. (Eastern Time) will be credited on the next business day.

b. At the time of payment, Settling Defendants shall send notice that payment has been made to the United States, to EPA and to the Regional Financial Management Officer, in accordance with Section XXVI (Notices and Submissions).

c. The total amount to be paid by Settling Defendants pursuant to Paragraph 56.a shall be deposited in the Solvents Recovery Service of New England Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to

conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

57. Payments by Settling Defendants for Future Response Costs.

a. Settling Defendants shall pay to EPA all Future Response Costs not inconsistent with the National Contingency Plan. On a periodic basis the United States will send Settling Defendants a bill requiring payment that consists of a Region 1 standard cost summary, which is a line-item summary of costs in dollars by category of costs (including but not limited to payroll, travel, indirect costs, and contracts) incurred by EPA, DOJ, the State, and their contractors. Settling Defendants shall make all payments within 30 days of Settling Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 58. Settling Defendants shall make all payments required by this Paragraph by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party making the payment, EPA Site/Spill ID Number 01-08, and DOJ Case Number 90-7-1-23/6. Settling Defendants shall send the check(s) to:

(For Delivery by First Class Mail)
EPA Superfund - Region 1
P.O. Box 360197M
Pittsburgh, PA 15251

(For Delivery by Overnight Mail)
EPA Superfund - Region 1
U.S. EPA 360197
Mellon Client Service Center Room 670
500 Ross Street
Pittsburgh, PA 15262-0001

b. At the time of payment, Settling Defendants shall send notice that payment has been made to the United States, to EPA and to the Regional Financial Management Officer, in accordance with Section XXVI (Notices and Submissions).

c. The total amount to be paid by Settling Defendants pursuant to Subparagraph 57.a shall be deposited in the Solvents Recovery Service of New England Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

d. Settling Defendants shall reimburse the State for all State Future Response Costs not inconsistent with the National Contingency Plan. The State will send Settling Defendants a bill requiring payment that includes a **[Insert name of standard State-prepared cost summary, which includes direct and indirect costs incurred by the State and its contractors]** on a periodic basis. Settling Defendants shall make all payments within 30 days of Settling Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 58. The Settling Defendants shall make all payments to the State required by this Paragraph in the manner described in Paragraph 61.d.

58. Settling Defendants may contest payment of any Future Response Costs under Paragraph 57 if they determine that the United States or the State has made an accounting error

or if they allege that a cost item that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the United States (if the United States' accounting is being disputed) or the State (if the State's accounting is being disputed) pursuant to Section XXVI (Notices and Submissions). Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, the Settling Defendants shall within the 30 day period pay all uncontested Future Response Costs to the United States or the State in the manner described in Paragraph 57. Simultaneously, the Settling Defendants shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Connecticut and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. The Settling Defendants shall send to the United States, as provided in Section XXVI (Notices and Submissions), and the State a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, the Settling Defendants shall initiate the Dispute Resolution procedures in Section XIX (Dispute Resolution). If the United States or the State prevails in the dispute, within 5 days of the resolution of the dispute, the Settling Defendants shall pay the sums due (with accrued interest) to the United States or the State, if State costs are disputed, in the manner described in Paragraph 57. If the Settling Defendants prevail concerning any aspect of the contested costs, the Settling Defendants shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States or the State, if State costs are disputed in the manner described in Paragraph 57; Settling Defendants shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIX (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Settling Defendants' obligation to reimburse the United States and the State for its their Future Response Costs.

59. In the event that the payments required by Paragraph 56.a are not made within 30 days of the Effective Date or the payments required by Paragraph 57 are not made within 30 days of the Settling Defendants' receipt of the bill, Settling Defendants shall pay Interest on the unpaid balance. The Interest to be paid on Past Response Costs under this Paragraph shall begin to accrue on the Effective Date. The Interest on Future Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of the Settling Defendants' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiffs by virtue of Settling Defendants' failure to make timely payments under this Section including, but not limited to, payment of stipulated penalties pursuant to Paragraph 78. The Settling Defendants shall make all payments required by this Paragraph in the manner described in Paragraph 57.

60. Payments by Settling Federal Agencies for Past and Future Response Costs. As soon as reasonably practicable after the effective date of this Consent Decree, and consistent with Subparagraph (a)(ii) of this Paragraph, the United States, on behalf of the Settling Federal Agencies, shall:

a. (i) Pay to the EPA Hazardous Substance Superfund \$_____, in reimbursement of Past Response Costs, and \$_____ in reimbursement of Future Response Costs [, which payment includes [a] Premium payment[s] for Future Response Costs].

(ii) If the payment to the EPA Hazardous Substances Superfund required by this Subparagraph is not made as soon as reasonably practicable, the appropriate EPA Regional Branch Chief may raise any issues relating to payment to the appropriate DOJ Assistant Section Chief for the Environmental Defense Section. In any event, if this payment is not made within 120 days after the effective date of this Consent Decree, EPA and DOJ have agreed to resolve the issue within 30 days in accordance with a letter agreement dated December 28, 1998.

b. Pay to the State \$ _____ in reimbursement of State future response costs, in the form of a check or checks made payable to _____ and sent to _____, or by Electronic Funds Transfer in accordance with instructions provided by the State .

c. Pay to the Settling Defendants \$ _____ in reimbursement of the Settling Defendants' past response costs and future response costs, in the form of a check or checks made payable to _____ and sent to _____, or by Electronic Funds Transfer in accordance with instructions provided by the Settling Defendants.

61. In the event that payments required by Paragraph 60 are not made within 120 days of the effective date of this Consent Decree, Interest on the unpaid balance shall be paid at the rate established pursuant to section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the effective date of this Consent Decree and accruing through the date of the payment.

62. The Parties to this Consent Decree recognize and acknowledge that the payment obligations of the Settling Federal Agencies under this Consent Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

XVII. INDEMNIFICATION AND INSURANCE

63. Settling Defendants' Indemnification of the United States and the State.

a. The United States and the State do not assume any liability by entering into this agreement or by virtue of any designation of Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Settling Defendants shall indemnify, save and hold harmless the United States (with the exception of the Settling Federal Agencies, the State, and their officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree, including, but not limited to, any claims arising from any designation of Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Further, the Settling Defendants agree to pay the United States (with the exception of the Settling Federal Agencies) and the State all costs they incur including, but not limited to, attorneys fees and other expenses of litigation and settlement arising from, or

on account of, claims made against the United States or the State based on negligent or other wrongful acts or omissions of Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree. Neither the United States nor the State shall be held out as a party to any contract entered into by or on behalf of Settling Defendants in carrying out activities pursuant to this Consent Decree. Neither the Settling Defendants nor any such contractor shall be considered an agent of the United States or the State.

b. The United States and the State shall give Settling Defendants notice of any claim for which the United States or the State plan to seek indemnification pursuant to Paragraph 63, and shall consult with Settling Defendants prior to settling such claim.

64. Settling Defendants waive all claims against the United States and the State for damages or reimbursement or for set-off of any payments made or to be made to the United States or the State, arising from or on account of any contract, agreement, or arrangement between any one or more of Settling Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Settling Defendants shall indemnify and hold harmless the United States and the State with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Settling Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

65. No later than 15 days before commencing any on-site Work, Settling Defendants shall secure, and shall maintain until the first anniversary of EPA's Certification of Completion of the Remedial Action pursuant to Paragraph 52.b of Section XIV (Certification of Completion) comprehensive general liability insurance with limits of five million dollars, combined single limit, and automobile liability insurance with limits of five million dollars, combined single limit, naming the United States and the State as additional insureds. In addition, for the duration of this Consent Decree, Settling Defendants shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Settling Defendants in furtherance of this Consent Decree. Prior to commencement of the Work under this Consent Decree, Settling Defendants shall provide to EPA and the State certificates of such insurance and a copy of each insurance policy. Settling Defendants shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. If Settling Defendants demonstrate by evidence satisfactory to EPA and the State that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, Settling Defendants need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

XVIII. FORCE MAJEURE

66. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of the Settling Defendants, of any entity controlled by Settling Defendants, or of Settling Defendants' contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Settling Defendants' best efforts to fulfill the obligation. The requirement that the Settling Defendants exercise "best

efforts to fulfill the obligation” includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (1) as it is occurring and (2) following the potential force majeure event, such that the delay is minimized to the greatest extent possible. “Force Majeure” does not include financial inability to complete the Work or a failure to attain the Performance Standards.

67. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, the Settling Defendants shall notify orally EPA’s Project Coordinator or, in his or her absence, EPA’s Alternate Project Coordinator or, in the event both of EPA’s designated representatives are unavailable, the Director of the Office of Site Remediation & Restoration, EPA Region 1, within 24-hours of when Settling Defendants first knew that the event might cause a delay. Settling Defendants also shall notify orally the State’s Project Coordinator, or in his or her absence, -----, within 24-hours of when Settling Defendants first knew that the event might cause a delay. Within five days thereafter, Settling Defendants shall provide in writing to EPA and the State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the Settling Defendants’ rationale for attributing such delay to a force majeure event if they intend to assert such a claim; and a statement as to whether, in the opinion of the Settling Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. The Settling Defendants shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Settling Defendants from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Settling Defendants shall be deemed to know of any circumstance of which Settling Defendants, any entity controlled by Settling Defendants, or Settling Defendants’ contractors knew or should have known.

68. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after a reasonable opportunity for review and comment by the State, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. If EPA, after a reasonable opportunity for review and comment by the State, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify the Settling Defendants in writing of its decision. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay is attributable to a force majeure event, EPA will notify the Settling Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

69. If the Settling Defendants elect to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA’s notice. In any such proceeding, Settling Defendants shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought

was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Settling Defendants complied with the requirements of Paragraphs 66 and 67, above. If Settling Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Settling Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

XIX. DISPUTE RESOLUTION

70. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes between EPA and Settling Defendants or between the State and Settling Defendants arising under or with respect to this Consent Decree. The procedures for resolution of disputes which involve EPA are governed by Paragraphs 71 to 75. The State may participate in such dispute resolution proceedings to the extent specified in Paragraphs 71 through 75. Disputes exclusively between the State and Settling Defendants are governed by Paragraph 76. However, the procedures set forth in this Section shall not apply to actions by the United States or the State to enforce obligations of the Settling Defendants that have not been disputed in accordance with this Section.

71. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.

72. Statements of Position.

a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within 10 days after the conclusion of the informal negotiation period, Settling Defendants invoke the formal dispute resolution procedures of this Section by serving on the United States and the State a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Settling Defendants. The Statement of Position shall specify the Settling Defendants' position as to whether formal dispute resolution should proceed under Paragraph 73 or Paragraph 74.

b. Within 21 days after receipt of Settling Defendants' Statement of Position, EPA, after reasonable opportunity for review and comment by the State, will serve on Settling Defendants its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. The State, after reasonable opportunity for review and comment by EPA, may also serve a Statement of Position within the fourteen-day time limit set forth above in this Paragraph. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 73 or 74. Within 14 days after receipt of EPA's Statement of Position, Settling Defendants may submit a Reply.

c. If there is disagreement between EPA and the Settling Defendants as to whether dispute resolution should proceed under Paragraph 73 or 74, the parties to the dispute shall follow the procedures set forth in the paragraph determined by EPA to be applicable.

However, if the Settling Defendants ultimately appeal to the Court to resolve the dispute, the Court shall determine which paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 73 and 74.

73. Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes, without limitation: (1) the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this Consent Decree; and (2) the adequacy of the performance of response actions taken pursuant to this Consent Decree. Nothing in this Consent Decree shall be construed to allow any dispute by Settling Defendants regarding the validity of the ROD's provisions.

a. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the Settling Defendants, EPA or the State.

b. The Director of the Office of Site Remediation & Restoration, EPA Region 1, will issue, after reasonable opportunity for review and comment by the State, a final administrative decision resolving the dispute based on the administrative record described in Paragraph 73.a. This decision shall be binding upon the Settling Defendants, subject only to the right to seek judicial review pursuant to Paragraphs 73.c and d.

c. Any administrative decision made by EPA pursuant to Paragraph 73.b. shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by the Settling Defendants with the Court and served on all Parties within 10 days of receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The United States may file a response to Settling Defendants' motion.

d. In proceedings on any dispute governed by this Paragraph, Settling Defendants shall have the burden of demonstrating that the decision of the Director of the Office of Site Remediation & Restoration is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to Paragraph 73.a.

74. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph.

a. Following receipt of Settling Defendants' Statement of Position submitted pursuant to Paragraph 72, the Director of the Office of Site Remediation & Restoration, EPA Region 1, after reasonable opportunity for review and comment by the State, will issue a final decision resolving the dispute. The decision of the Director of the Office of Site Remediation & Restoration shall be binding on the Settling Defendants unless, within 10 days of receipt of the decision, the Settling Defendants file with the Court and serve on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties

to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to Settling Defendants' motion.

b. Notwithstanding Paragraph M of Section I (Background), judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

75. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Settling Defendants under this Consent Decree, not directly in dispute, unless EPA, after reasonable opportunity for review and comment by the State, or the Court agrees otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 85. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that the Settling Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XX (Stipulated Penalties).

76. Disputes Solely Between the State and Settling Defendants. Disputes arising under the Consent Decree between the State and Settling Defendants that relate to Future Response Costs owed to the State, assessment of stipulated penalties by the State, and the adequacy of access and institutional controls following any assignment of a grant of environmental restrictions from the United States to the State, shall be governed in the following manner. The procedures for resolving the disputes mentioned in this Paragraph shall be the same as provided for in Paragraphs 71 to 75, except that each reference to EPA shall read as a reference to CTDEP, each reference to the Director of the Office of Site Remediation & Restoration, EPA Region 1, shall be read as a reference to Director of Permitting, Enforcement, Remediation Division, CTDEP, and each reference to the United States shall be read as a reference to the State.

XX. STIPULATED PENALTIES

77. Settling Defendants shall be liable for stipulated penalties in the amounts set forth in Paragraphs 78 and 79 to the United States and the State for failure to comply with the requirements of this Consent Decree specified below, unless excused under Section XVIII (Force Majeure). The Settling Defendants shall pay 90% of stipulated penalties to the United States, and shall pay 10% of stipulated penalties to the State in accordance with the requirements of Paragraph 83. "Compliance" by Settling Defendants shall include completion of the activities under this Consent Decree or any work plan or other plan approved under this Consent Decree identified below in accordance with all applicable requirements of law, this Consent Decree, the SOW, and any plans or other documents approved by EPA or the State for the obligations specified in Paragraph 86, pursuant to this Consent Decree and within the specified time schedules established by and approved under this Consent Decree.

78. The following stipulated penalties shall accrue per violation per day for any noncompliance except those identified in Paragraph 79:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 5,000	1st through 14th day
\$ 10,000	15th through 30th day

\$15,000	31st day and beyond
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79. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports pursuant to Paragraph 31, Section X of the Consent Decree:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 1,000	1st through 14th day
\$ 2,000	15th through 30th day
\$ 5,000	31st day and beyond

80. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 100 of Section XXI (Covenants by Plaintiffs), Settling Defendants shall be liable for a stipulated penalty in the amount of \$5,000,000.

81. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (1) with respect to a deficient submission under Section XI (EPA Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Settling Defendants of any deficiency; (2) with respect to a decision by the Director of the Office of Site Remediation & Restoration, EPA Region 1, under Paragraphs 73.b or 74.a of Section XIX (Dispute Resolution), during the period, if any, beginning on the 21st day after the date that Settling Defendants' reply to EPA's Statement of Position is received until the date that the Director issues a final decision regarding such dispute; or (3) with respect to judicial review by this Court of any dispute under Section XIX (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

82. Following EPA's determination, after a reasonable opportunity for review and comment by the State, that Settling Defendants have failed to comply with a requirement of this Consent Decree, EPA may give Settling Defendants written notification of the same and describe the noncompliance. EPA, or EPA and the State jointly, may send the Settling Defendants a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA, or the State for the violations specified below in Paragraph 86 of this Section, has notified the Settling Defendants of a violation.

83. All penalties accruing under this Section shall be due and payable to the United States and/or the State within 30 days of the Settling Defendants' receipt from EPA of a demand for payment of the penalties, or the State for the obligations specified below in Paragraph 86 of this Section, unless Settling Defendants invoke the Dispute Resolution procedures under Section XIX (Dispute Resolution). All payments to the United States under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to EPA Region 1, Attn: Superfund Accounting, P.O. Box 360197M, Pittsburgh, PA 15251, shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID # 01-08, the DOJ Case Number 90-7-1-23/6, and the name and address

of the party making payment. All payments to the State under this Section shall be made payable to _____ and shall be mailed to _____. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to the United States and to the State as provided in Section XXVI (Notices and Submissions).

84. The payment of penalties shall not alter in any way Settling Defendants' obligation to complete the performance of the Work required under this Consent Decree.

85. Penalties shall continue to accrue as provided in Paragraph 81 during any dispute resolution period, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owing shall be paid to EPA and the State within 15 days of the agreement or the receipt of EPA's decision or order;

b. If the dispute is appealed to this Court and the United States prevails in whole or in part, Settling Defendants shall pay all accrued penalties determined by the Court to be owed to EPA and the State within 60 days of receipt of the Court's decision or order, except as provided in Subparagraph c below;

c. If the District Court's decision is appealed by any Party, Settling Defendants shall pay all accrued penalties determined by the District Court to be owing to the United States or the State into an interest-bearing escrow account within 60 days of receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 60 days. Within 15 days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA and the State or to Settling Defendants to the extent that they prevail.

86. State Assessment of Stipulated Penalties. Assessment of stipulated penalties by the State shall be governed in the following manner. Following the State's determination that Settling Defendants have failed to pay Future Response Costs owed to the State as required by Section XVIII (Reimbursement of Response Costs), or have failed to timely submit deliverables to the State, or have failed to timely provide such written or oral notices to the State as are required by this Consent Decree, or have violated any Institutional Controls established pursuant to this Consent Decree for which CTDEP, at the time of such violation, has accepted assignment of any interest therein granted to EPA, the State may, after reasonable opportunity for review and comment by EPA, give Settling Defendants written notification of the same and describe the noncompliance. The provisions for liability, assessment and payment of the stipulated penalties referenced in this Paragraph shall be the same as provided in Paragraphs 77 to 85 of this Section, except that in Paragraph 82 excluding the last sentence of that Paragraph, and in Paragraph 85, each reference to EPA shall read as a reference to CTDEP, each reference to the United States shall be read as a reference to the State, each reference to the State shall be read as a reference to the United States, and each reference to the State's reasonable opportunity to review and comment shall read as EPA's reasonable opportunity for review and comment. For penalties assessed under this Paragraph, the Settling Defendants shall pay 90% to the State, and shall pay 10% to the United States in accordance with the requirements of Paragraph 83 of this Section.

87. If Settling Defendants fail to pay stipulated penalties when due, the United States or the State may institute proceedings to collect the penalties, as well as interest. Settling

Defendants shall pay interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 83. Interest on any unpaid balance due to the United States shall accrue at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607. Interest on any unpaid balance due to the State shall accrue at the rate of _____.

88. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States or the State to seek any other remedies or sanctions available by virtue of Settling Defendants' violation of this Decree or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, provided, however, that the United States shall not seek civil penalties pursuant to Section 122(l) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of the Consent Decree.

89. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Decree.

XXI. COVENANTS BY PLAINTIFFS

90. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraphs 92, 93, and 99 of this Section, the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA relating to the Site. Except with respect to future liability, these covenants not to sue shall take effect upon the receipt by EPA of the payments required by Paragraph 56.a of Section XVI (Payments for Response Costs). With respect to future liability, these covenants not to sue shall take effect upon Certification of Completion of Remedial Action by EPA pursuant to Paragraph 52.b of Section XIV (Certification of Completion). These covenants not to sue are conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendants and do not extend to any other person.

91. In consideration of the payments that will be made by the Settling Federal Agencies under the terms of the Consent Decree, and except as specifically provided in Paragraphs 92, 93, and 99 of this Section, EPA covenants not to take administrative action against the Settling Federal Agencies pursuant to Sections 106 and 107(a) of CERCLA relating to the Site. Except with respect to future liability, EPA's covenant shall take effect upon the receipt of the payments required by Paragraph 60 of Section XVI (Reimbursement of Response Costs). With respect to future liability, EPA's covenant shall take effect upon Certification of Completion of Remedial Action by EPA pursuant to Paragraph 52 of Section XIV (Certification of Completion). EPA's covenant is conditioned upon the satisfactory performance by Settling Federal Agencies of their obligations under this Consent Decree. EPA's covenant extends only to the Settling Federal Agencies and do not extend to any other person.

92. United States' Pre-certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendants, and EPA reserves the right to issue an administrative order seeking to compel the Settling Federal Agencies,

a. to perform further response actions relating to the Site, or
b. to reimburse the United States for additional costs of response if, prior to Certification of Completion of the Remedial Action:

(1) conditions at the Site, previously unknown to EPA, are discovered,
or

(2) information, previously unknown to EPA, is received, in whole or
in part,

and EPA determines that these previously unknown conditions or information together with any other relevant information indicates that the Remedial Action is not protective of human health or the environment.

93. United States' Post-certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendants, and EPA reserves the right to issue an administrative order seeking to compel the Settling Federal Agencies,

a. to perform further response actions relating to the Site, or
b. to reimburse the United States for additional costs of response if,
subsequent to Certification of Completion of the Remedial Action:

(1) conditions at the Site, previously unknown to EPA, are discovered,
or

(2) information, previously unknown to EPA, is received, in whole or
in part,

and EPA determines that these previously unknown conditions or this information together with other relevant information indicate that the Remedial Action is not protective of human health or the environment.

94. For purposes of Paragraph 92, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date the ROD was signed and set forth in the Record of Decision for the Site and the administrative record supporting the Record of Decision. For purposes of Paragraph 93, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date of Certification of Completion of the Remedial Action and set forth in the Record of Decision, the administrative record supporting the Record of Decision, the post-ROD administrative record, or in any information received by EPA pursuant to the requirements of this Consent Decree prior to Certification of Completion of the Remedial Action.

95. State's Covenant Not to Sue the Settling Defendants and the Settling Federal Agencies. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendants and the payments that will be made by the Settling Federal Agencies under the terms of the Consent Decree, and except as specifically provided in Paragraph 99 of this Section, the State covenants not to sue or to take administrative action against Settling Defendants and the Settling Federal Agencies pursuant to Sections 107(a) of

CERCLA, Conn. Gen. State §§22a-432 or 22a-451 relating to the Site. These covenants not to sue shall take effect upon receipt of the payments required by Paragraphs 56.a and 60.a. These covenants are conditioned upon the satisfactory performance by the Settling Defendants and the Settling Federal Agencies of their obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendants and the Settling Federal Agencies and do not extend to any other person.

96. State's Pre-Certification Reservations. Notwithstanding any other provisions of this Consent Decree, the State on behalf of CTDEP, reserves, and this Consent Decree is without prejudice to, any right jointly with, or separately from, the United States to institute proceedings in this action or in a new action under Section 107 of CERCLA, 42 U.S.C. § 9607, or under any applicable State law, including but not limited to, Conn. Gen. Stat. §§22a-6, 22a-432, or 22a-451, seeking to compel all or any of the Settling Defendants and the Settling Federal Agencies (1) to perform other response actions at the Site, or (2) to reimburse the State for additional response costs for response actions at the Site, to the extent that EPA has determined that such response actions required under (1) and (2) above in this Paragraph will not significantly delay or be inconsistent with the Remedial Action, if, prior to Certification of Completion of the Remedial Action:

- (i) conditions at the Site, previously unknown to the State, are discovered or become known to the State, or
- (ii) information previously unknown to the State is received by the State, in whole or in part,

and the CTDEP determines, under any applicable State law, including, but not limited to, Conn. Gen. Stat. §§22a-6, 22a-432, or 22a-451, based on these previously unknown conditions or this information together with any other relevant information that the response actions taken are not protective of health, safety, public welfare or the environment. The United States reserves all rights it may have under applicable law, to oppose any determinations made or any actions taken, ordered or proposed by the State pursuant to this Paragraph.

97. State's Post-Certification Reservations. Notwithstanding any other provision of this Consent Decree, the State, on behalf of CTDEP, reserves, and this Consent Decree is without prejudice to, the right jointly with, or separately from, the United States to institute proceedings in this action or in a new action under Section 107 of CERCLA, 42 U.S.C. § 9607, or under any applicable State law, including but not limited to, Conn. Gen. Stat. §§ 22a-6, 22a-432, or 22a-451, seeking to compel all or any of the Settling Defendants and the Settling Federal Agencies (1) to perform other response actions at the Site, or (2) to reimburse the State for additional response costs for response actions at the Site, to the extent that EPA has determined that such response actions required under (1) and (2) above in this Paragraph will not significantly delay or be inconsistent with the Remedial Action, if, subsequent to Certification of Completion of Remedial Action:

- (i) conditions at the Site, previously unknown to the State, are discovered or become known to the State after the Certification of Completion, or
- (ii) information previously unknown to the State is received by the State, in whole or in part, after the Certification of Completion,

and the CTDEP determines, under any applicable State law, including, but not limited to, Conn. Gen. Stat. §§22a-6, 22a-432, or 22a-451, based on these previously unknown conditions or this information together with any other relevant information that the response actions taken are not protective of health, safety, public welfare or the environment. The United States reserves all rights it may have under applicable law, to oppose any determinations made or any actions taken, ordered or proposed by the State pursuant to this Paragraph.

98. For purposes of Paragraph 96, the information and the conditions known to the State shall include only that information and those conditions known to the State as of the date the ROD was signed and set forth in the Record of Decision for the Site and the administrative record supporting the Record of Decision. For purposes of Paragraph 97, the information and the conditions known to the State shall include only that information and those conditions known to the State as of the date of Certification of Completion of the Remedial Action and set forth in the Record of Decision, the administrative record supporting the Record of Decision, the post-ROD administrative record, or in any information received by the State pursuant to the requirements of this Consent Decree prior to Certification of Completion of the Remedial Action.

99. General reservations of rights. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants, and EPA and the federal natural resource trustees and the State reserve, and this Consent Decree is without prejudice to, all rights against the Settling Federal Agencies, with respect to all matters not expressly included within Plaintiff's covenant not to sue. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

- a. claims based on a failure by Settling Defendants or the Settling Federal Agencies to meet a requirement of this Consent Decree;
- b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Material outside of the Site;
- c. liability based upon the Settling Defendants' ownership or operation of the Site, or upon the Settling Defendants' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of Waste Material at or in connection with the Site, other than as provided in the ROD, the Work, or otherwise ordered by EPA, after signature of this Consent Decree by the Settling Defendants;
- d. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- e. criminal liability;
- f. liability for violations of federal or state law which occur during or after implementation of the Remedial Action; and
- g. liability, prior to Certification of Completion of the Remedial Action, for additional response actions that EPA determines are necessary to achieve Performance Standards, but that cannot be required pursuant to Paragraph 14 (Modification of the SOW or Related Work Plans).

100. Work Takeover.

a. In the event EPA determines that Settling Defendants have (i) ceased implementation of any portion of the Work, or (ii) are seriously or repeatedly deficient or late in their performance of the Work, or (iii) are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may issue a written notice (“Work Takeover Notice”) to the Settling Defendants. Any Work Takeover Notice issued by EPA will specify the grounds upon which such notice was issued and will provide Settling Defendants a period of 10 days within which to remedy the circumstances giving rise to EPA’s issuance of such notice.

b. If, after expiration of the 10-day notice period specified in the previous Paragraph, Settling Defendants have not remedied to EPA’s satisfaction the circumstances giving rise to EPA’s issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portions of the Work as EPA deems necessary (“Work Takeover”). EPA shall notify Settling Defendants in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this Paragraph.

c. Settling Defendants may invoke the procedures set forth in Section XIX (Dispute Resolution), Paragraph 73, to dispute EPA’s implementation of a Work Takeover under the previous Paragraph. However, notwithstanding Settling Defendants’ invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under the previous Paragraph until the earlier of (i) the date that Settling Defendants remedy, to EPA’s satisfaction, the circumstances giving rise to EPA’s issuance of the relevant Work Takeover Notice or (ii) the date that a final decision is rendered in accordance with Section XIX (Dispute Resolution), Paragraph 73.b, requiring EPA to terminate such Work Takeover.

d. After commencement and for the duration of any Work Takeover, EPA shall have immediate access to and benefit of any performance guarantee(s) provided pursuant to Section XIII, in accordance with the provisions of Paragraph 50 of that Section. If and to the extent that EPA is unable to secure the resources guaranteed under any such performance guarantee(s) and the Settling Defendants fail to remit a cash amount up to but not exceeding the estimated cost of the remaining Work to be performed, all in accordance with the provisions of Paragraph 50, any unreimbursed costs incurred by EPA in performing Work under the Work Takeover shall be considered Future Response Costs that Settling Defendants shall pay pursuant to Section XVI (Payment for Response Costs).

101. Notwithstanding any other provision of this Consent Decree, the United States and the State retain all authority and reserve all rights to take any and all response actions authorized by law.

XXII. COVENANTS BY SETTLING DEFENDANTS AND SETTLING FEDERAL AGENCIES

102. Covenant Not to Sue by Settling Defendants. Subject to the reservations in Paragraph 104, Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the State with respect to the Site or this Consent Decree, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law;
- b. any claims against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Site, or
- c. any claims arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Connecticut State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law.
- d. any claim against the State, including any department, agency or instrumentality of the State, under Conn. Gen. State §22a-452, related to the Site.

Except as provided in Paragraph 106 (Waiver of Claims Against *De Minimis* Parties) and Paragraph 111 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event that the United States or the State brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 92, 93, 96, 97, 99(b) - (d) or 99(g), but only to the extent that Settling Defendants' claims arise from the same response action, response costs, or damages that the United States or the State is seeking pursuant to the applicable reservation.

103. Covenants by Settling Federal Agencies. Settling Federal Agencies hereby agree not to assert any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law with respect to the Site, past response actions and Past and Future Response Costs as defined herein or this Consent Decree. This covenant does not preclude demand for reimbursement from the Superfund of costs incurred by a Settling Federal Agency in the performance of its duties (other than pursuant to this Consent Decree) as lead or support agency under the National Contingency Plan (40 C.F.R. Part 300).

104. The Settling Defendants reserve, and this Consent Decree is without prejudice to: (a) claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, any such claim shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a federal employee as that term is defined in 28 U.S.C. § 2671; nor shall any such claim include a claim based on EPA's selection of response actions, or the oversight or approval of the Settling Defendants' plans or activities. The foregoing applies only to claims which are brought pursuant to any statute other than CERCLA and for which the waiver of sovereign immunity is found in a statute other than CERCLA; and (b) contribution claims against the Settling Federal Agencies in the event any claim is asserted by the United States or the State against the Settling Defendants under the authority of or under Paragraphs 92, 93, 96,

97 or 99 (b) - (d) or 99(g) of Section XXII (Covenants by Plaintiffs), but only to the same extent and for the same matters, transactions, or occurrences as are raised in the claim of the United States or the State against Settling Defendants.

105. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

106. Settling Defendants agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person that has entered into a final CERCLA § 122(g) *de minimis* settlement with EPA with respect to the Site as of the Effective Date. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Defendant.

XXIII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

107. Except as provided in Paragraph 106 (Waiver of Claims Against *De Minimis* Parties), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this decree may have under applicable law. Except as provided in Paragraph 106 (Waiver of Claims Against *De Minimis* Parties), each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

108. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendants and the Settling Federal Agencies are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2) for matters addressed in this Consent Decree. The “matters addressed” in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred by the United States, the State or any other person with respect to the Site. The “matters addressed” in this settlement do not include those response costs or response actions as to which the United States or the State has reserved its rights under this Consent Decree (except for claims for failure to comply with this Decree), in the event that the United States or the State asserts rights against Settling Defendants (and EPA and the federal natural resource trustees assert rights against Settling Federal Agencies) coming with the scope of such reservations.

109. The Settling Defendants agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree they will notify the United States and the State in writing no later than 60 days prior to the initiation of such suit or claim.

110. The Settling Defendants also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree they will notify in writing the United States and the State within 10 days of service of the complaint on them. In addition, Settling Defendants shall notify the United States and the State within 10 days of

service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial.

111. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XXI (Covenants by Plaintiffs).

XXIV. ACCESS TO INFORMATION

112. Settling Defendants shall provide to EPA and the State, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Settling Defendants shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

113. Business Confidential and Privileged Documents.

a. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiffs under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA and the State, or if EPA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Settling Defendants.

b. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege in lieu of providing documents, they shall provide the Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

114. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or

engineering data, or any other documents or information evidencing conditions at or around the Site.

XXV. RETENTION OF RECORDS

115. Until 10 years after the Settling Defendants' receipt of EPA's notification pursuant to Paragraph 53.b of Section XIV (Certification of Completion of the Work), each Settling Defendant shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to its liability under CERCLA with respect to the Site, provided, however, that Settling Defendants who are potentially liable as owners or operators of the Site must retain, in addition, all documents and records that relate to the liability of any other person under CERCLA with respect to the Site. Each Settling Defendant must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above all non-identical copies of the last draft or final version of any documents or records (including documents or records in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work, provided, however, that each Settling Defendant (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned documents required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

116. The United States acknowledges that each Settling Federal Agency (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has certified that it has fully complied with any and all EPA and State requests for information pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. 6927.

117. At the conclusion of this document retention period, Settling Defendants shall notify the United States and the State at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States or the State, Settling Defendants shall deliver any such records or documents to EPA or the State. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege, they shall provide the Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

118. Each Settling Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Section 104(e) and

122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. 6927.

XXVI. NOTICES AND SUBMISSIONS

119. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, the Settling Federal Agencies, the State, and the Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # _____

and

Chief, Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 23986
Washington, D.C. 20026-3986
Re: DJ # _____

and

Susan Studlien, Director
Office of Site Remediation & Restoration
U.S. Environmental Protection Agency
Region 1
One Congress Street, Suite 1100 (HIO)
Boston, MA 02114-2023

As to EPA:

Karen Lumino
EPA Project Coordinator
U.S. Environmental Protection Agency
Region 1
One Congress Street, Suite 1100 (HBT)
Boston, MA 02114-2023

As to the Regional Financial Management
Officer:

Lee Clouthier
U.S. EPA Region 1
One Congress Street, Suite 1100 (MCO)
Boston, MA 02114-2023

As to the Regional Financial Assurance
Specialist:

Bruce Marshall. Section Chief
Search and Cost Recovery Section
EPA Region I
One Congress Street, Suite 1100 (HBS)
Boston, MA 02114-2023

As to the State :

State Project Coordinator
[Address]

As to the Settling Defendants:

[Name]
Settling Defendants' Project Coordinator
[Address]

XXVII. EFFECTIVE DATE

120. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, except as otherwise provided herein.

XXVIII. RETENTION OF JURISDICTION

121. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Settling Defendants for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XIX (Dispute Resolution) hereof.

XXIX. APPENDICES

122. The following appendices are attached to and incorporated into this Consent Decree:

“Appendix A” is the ROD.

“Appendix B” is the SOW.

“Appendix C” is the description and/or map of the Site.

“Appendix D” is the complete list of the Settling Defendants.

“Appendix E” is the complete list of the Settling Federal Agencies.

“Appendix F” is the [Draft Easement].

“Appendix G” is the form of Performance Guarantee.

XXX. COMMUNITY RELATIONS

123. Settling Defendants shall propose to EPA and the State their participation in the community relations plan to be developed by EPA. EPA will determine the appropriate role for the Settling Defendants under the Plan. Settling Defendants shall also cooperate with EPA and the State in providing information regarding the Work to the public. As requested by EPA or the State, Settling Defendants shall participate in the preparation of such information for

dissemination to the public and in public meetings which may be held or sponsored by EPA or the State to explain activities at or relating to the Site.

XXXI. MODIFICATION

124. Material modifications to the SOW may be made only by written notification to and written approval of the United States, Settling Defendants, and the Court. Prior to providing its approval to any modification, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification.

125. Modifications to the schedules specified in the Consent Decree for completion of the Work, or modifications to the SOW that do not materially alter that document may be made by written agreement between EPA, after providing the State with a reasonable opportunity to review and comment on the proposed modification, and the Settling Defendants. Such non-material modifications will become effective upon agreement of the parties.

126. Non-material modifications to the Consent Decree other than those addressed in Paragraph 125 may be made only by written notification to and written approval of the United States, the State and the Settling Defendants. Such modifications will become effective upon filing with the Court by the United States. Material modifications to the Consent Decree and any modifications to the Performance Standards may be made only by written notification to and written approval of the United States, the State, the Settling Defendants, and the Court.

127. Nothing in this Decree shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Decree.

128. For purposes of this Section, the Consent Decree shall not include the SOW or other attachments to the Consent Decree.

XXXII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

129. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. The State may withdraw or withhold its consent to the entry of this Consent Decree if comments received disclose facts or considerations which show that the Consent Decree violates state law. The United States reserves the right to challenge in court the State withdrawal from the Consent Decree, including the right to argue that the requirements of state law have been waived, pre-empted or otherwise rendered inapplicable by federal law. The State reserves the right to oppose the United States' position taken in opposition to the proposed withdrawal. In addition, in the event of the United States' withdrawal from this Consent Decree, the State reserves its right to withdraw from this Consent Decree. Settling Defendants consent to the entry of this Consent Decree without further notice.

130. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XXXIII. SIGNATORIES/SERVICE

131. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

132. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified the Settling Defendants in writing that it no longer supports entry of the Consent Decree.

133. Each Settling Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. The parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the court expressly declines to enter this Consent Decree.

XXXIV. FINAL JUDGMENT

134. This Consent Decree and its appendices constitute the final, complete, and exclusive agreement and understanding among the parties with respect to the settlement embodied in the Consent Decree. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

135. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the United States and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS __ DAY OF _____, 20__.

United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree Regarding the Solvents Recovery Service of New England Superfund Site.

FOR THE UNITED STATES OF AMERICA:

Date

Sue Ellen Wooldridge
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Date

Mark A. Gallagher
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

Date

Dan Pinkston
Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 23986
Washington, D.C. 20026-3986

Date

[Name]
Assistant United States Attorney
District of Connecticut
U.S. Department of Justice
[Address]

THE UNDERSIGNED PARTY enters into this Consent Decree Regarding the Solvents Recovery Service of New England Superfund Site.

Date

Robert W. Varney
Regional Administrator, Region 1
U.S. Environmental Protection Agency
One Congress Street, Suite 1100
Boston, MA 02114-2023

Date

Audrey Zucker
Senior Enforcement Counsel
U.S. Environmental Protection Agency
Region 1
One Congress Street, Suite 1100
Boston, MA 02114-2023

THE UNDERSIGNED PARTY enters into this Consent Decree Regarding the Solvents Recovery Service of New England Superfund Site.

FOR THE STATE OF CONNECTICUT:

Date

Jack Looney

Office of the Attorney General
55 Elm Street
Hartford, CT 06107

THE UNDERSIGNED PARTY enters into this Consent Decree Regarding the Solvents Recovery Service of New England Superfund Site.

FOR _____

Date

Signature: _____

Name (print): _____

Title: _____

Address: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): _____

Title: _____

Address: _____

Phone: _____

APPENDIX B
FINAL DRAFT
RD/RA STATEMENT OF WORK
Solvents Recovery Services of New England, Inc
July 2006

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FINAL DRAFT
RD/RA STATEMENT OF WORK
Solvents Recovery Services of New England, Inc
July 2006

I. INTRODUCTION AND PURPOSE

This Remedial Design/Remedial Action (RD/RA) Statement of Work (SOW) defines the response activities and deliverable obligations that the Settling Defendants are obligated to perform in order to implement the Work required under the Consent Decree at the Solvents Recovery Services of New England, Inc. in Southington, CT ("SRSNE" or the "Site"). The activities described in this SOW are based upon the United States Environmental Protection Agency (EPA) Record of Decision (ROD) for the Site signed by the Office Director, Office of Site Remediation and Restoration, EPA New England, on September 30, 2005.

Sections II and III of this RD/RA SOW provide definitions of terms used in this document, and an overview of the Remedial Action selected for the Site. Sections IV thru IX of this RD/RA SOW set forth further requirements and procedures with which the Settling Defendants shall comply throughout the performance of Remedial Design, Remedial Action, Compliance Monitoring and Compliance Reporting.

II. DEFINITIONS

The "Site" and "Settling Defendants" shall have the same meanings as provided in the Consent Decree. Other definitions provided in the Consent Decree are incorporated herein by reference. In addition, the following definitions shall apply to this SOW:

- A. "Remedial Design" or "RD" shall mean an identification of the technology and its performance and operational specifications, in accordance with all applicable federal, state, and local laws, including, but not limited to:
1. all computations used to size units, determine the appropriateness of technologies, and the projected effectiveness of the system;
 2. materials handling and system layouts for the excavation, if required, and treatment of soils, the extraction and treatment of groundwater, and the decontamination and demolition of facilities to include size and location of units, treatment rates, location of electrical equipment and pipelines, and treatment of effluent discharge areas;
 3. scale drawings of all system layouts identified above and including, but not limited to, excavation cross-sections, and well cross-sections;

4. quantitative analysis demonstrating the anticipated effectiveness of the Remedial Design to achieve the Performance Standards;
 5. technical specifications which detail the following:
 - a. size and type of each major component; and
 - b. required performance criteria of each major component;
 6. description of the extent of ambient air monitoring including equipment, monitor locations, and data handling procedures; and
 7. description of access, easements and/or other institutional controls required, to be supplied with the construction plans and specifications.
- B. Particular areas within the Site are defined as follows and are shown on ROD figures 1, 4, 5 and 6b, which are included in Attachment A to this SOW:
1. SRSNE Operations Area (approximately 4 acres);
 2. Cianci Property (approximately 10 acres) and concrete culvert;
 3. Railroad Right-of-Way (easement between the Operations Area and the Cianci Property);
 4. Overburden NAPL Area (approximately 1.5 acres, before the northwestern corner has been fully delineated); and
 5. Those areas where groundwater contamination from the Site has come to be located, including the Curtiss Street Well Field (a.k.a. Town Well Field).
- C. “NTCRA 1 and NCRA 2 Groundwater Extraction and Treatment System” or “NTCRA 1/2 Groundwater System” shall refer to the on-site combined groundwater extraction and treatment system and treatment implemented under Administrative Orders on Consent I-94-1045, effective October 4, 1994, and, I-97-1000, effective February 18, 1997.
- D. “Long-term Groundwater System” shall refer to the on-site groundwater extraction and treatment system, designed and implemented after the in-situ thermal and capping components of the remedy are complete, to contain that portion of the groundwater plume in the overburden and bedrock aquifers that exceeds federal drinking water standards and other risk-based levels.

- E. "Monitored Natural Attenuation" ("MNA") shall mean the reduction of contaminants in groundwater in the overburden and bedrock aquifers underlying the Site, and non-aqueous phase liquid ("NAPL") in the bedrock aquifer underlying the Site and overburden aquifer outside the Overburden NAPL Area, through natural mechanisms and includes long-term monitoring.
- F. "Severed plume" shall mean that portion of the groundwater plume in the overburden and bedrock aquifers underlying the Site that is not captured by the hydraulic containment system.
- G. "CT RSRs" shall refer to the Connecticut Remediation Standards Regulation, as amended.

III. SELECTED REMEDY

The Record of Design ("ROD") for the Site, dated September 2005, describes the Remedial Action for the Site. The following are the major components of the remedy to be performed by the Settling Defendants:

- A. Design, construct and operate an in-situ thermal treatment system to treat contamination in the Overburden NAPL Zone.
- B. Excavate contaminated soil and wetland soil from the Cianci Property and culvert outfall. Consolidate excavated soils with contaminated soil in the Operations Area unless EPA determines that contaminated soils should be excavated and disposed of off site, consistent with Section L of the ROD.
- C. Remove existing concrete culvert; re-route drainage from the Site to the Quinnipiac River through a new, impermeable pipe.
- D. Design and construct a low-permeability, multi-layer, composite RCRA Subtitle C cap that meets the requirements of CT RSRs over the contaminated soil in the Operations Area and along the Railroad Right-of-Way unless EPA determines that contaminated soils should be excavated and disposed of off site, consistent with Section L of the ROD.
- E. Design, construct and operate a hydraulic containment, extraction and treatment system for groundwater in the overburden and bedrock aquifers that exceeds federal drinking water standards and risk-based levels. Modify the hydraulic containment and treatment system as necessary to meet changes in hydrogeologic conditions including, but not limited to, the installation of additional containment wells in the event that the Southington Water Department ("SWD") provides written notification of its intent to activate municipal production wells located near the Site.

- F. Monitor natural attenuation of the groundwater plume outside the hydraulic containment and treatment system that exceeds cleanup levels. Monitor natural attenuation in the NAPL in the bedrock aquifer underlying the Site and in the overburden aquifer that lies outside the Overburden NAPL Area.
- G. Implement and enforce any institutional controls determined by EPA to be necessary to restrict future use of Site property and groundwater.
- H. Restore the functions and values of any and all habitats affected by the remediation.
- I. Perform 5-year reviews to evaluate effectiveness and protectiveness of the remedy.
- J. Design and implement a long-term monitoring program to evaluate the performance of the groundwater containment and treatment system and the overall effectiveness and protectiveness of the remedy, including the MNA component.
- K. Implement changes to the selected remedy that may be necessary as a result of remedial design and construction processes.

IV. PERFORMANCE STANDARDS

The Settling Defendants shall design, construct, operate, monitor, and maintain the Remedial Action in compliance with all applicable or relevant and appropriate requirements (“ARARs”) identified in the ROD and all requirements of the Consent Decree and this SOW.

The Settling Defendants shall achieve the following Performance Standards for the contaminated groundwater, soil and wetland soil, and the NAPL that is present in the subsurface in the overburden and bedrock aquifers. The Performance Standards for the SRSNE Site are as follows:

A. Cleanup Levels

1. Groundwater

Interim Cleanup Levels for groundwater contamination are specified by EPA in Table L-1 of the ROD and are included in Attachment A of this SOW. Interim Cleanup Levels shall include all cleanup levels specified in Table L-1 of the ROD and in accordance with VIII.F of this SOW, ARARs, and newly-promulgated ARARs and modified ARARs which call into question the protectiveness of the

remedy. While the levels in Table L-1 are consistent with ARARS, the levels are considered Interim Cleanup Levels because the cumulative risk posed by these contaminants, after attainment of the Interim Cleanup Levels may still exceed EPA's risk management standard. Pursuant to the requirements of this section, the Settling Defendants are required to attain the Interim Cleanup Levels and any other Modified Cleanup Levels established by EPA.

The Settling Defendants shall remediate the groundwater at the Site until the concentration of each groundwater contaminant achieves compliance with the Interim Cleanup Level for the contaminant at every well that is part of the groundwater containment, MNA and compliance monitoring system within the Site and at any well that EPA requires to be installed for adequate verification that Interim Cleanup Levels and Performance Standards have been achieved. The Settling Defendants must demonstrate that they have achieved compliance according to the evaluation procedure defined in 40 C.F.R. Section 264.97. Using such procedures, the Settling Defendants shall demonstrate that the Interim Cleanup Levels have not been exceeded for a period of three consecutive years. The Settling Defendants shall submit the results of the demonstration in the DEMONSTRATION OF COMPLIANCE REPORT in accordance with Section VIII.F of this SOW. If EPA, after reasonable opportunity for review and comment by the CT DEP, approves the DEMONSTRATION OF COMPLIANCE REPORT and agrees that the Interim Cleanup Levels have been achieved, the Settling Defendants shall perform a risk assessment on the residual groundwater contamination.

The risk assessment of the residual groundwater contamination will assess the cumulative risks for carcinogens and non-carcinogens posed by consumption of Site groundwater. If EPA determines, after reasonable opportunity for review and comment by the CT DEP, that the risks are within EPA's risk management standard for carcinogens and non-carcinogens, the residual groundwater concentrations shall constitute the final Cleanup Levels for the Site groundwater and shall be considered Performance Standards for any Remedial Action regarding site groundwater. If EPA determines, after reasonable opportunity for review and comment by the CT DEP, that the cumulative risks are not within EPA's risk management standard for carcinogens and non-carcinogens, then EPA will establish Modified Cleanup Levels, and the Settling Defendants shall continue the Remedial Action until the Modified Cleanup Levels, established by EPA, are achieved, or the remedy is otherwise deemed protective by EPA. These Modified Cleanup Levels shall constitute the final Cleanup Levels for the Site groundwater and shall be considered Performance Standards for any Remedial Action regarding site groundwater.

All Interim Cleanup Levels identified in Table L-1 of the ROD, ARARs and newly-promulgated ARARs and modified ARARs which call into question the

protectiveness of the remedy and the protective levels determined as a consequence of the risk assessment of residual contamination, must be met at the completion of the Remedial Action at the point of compliance. Because waste is left in place, the point of compliance for groundwater is to the edge of the waste management unit. Groundwater Cleanup Levels shall be met throughout the contaminated groundwater plume (except for under the cap) including throughout the severed plume.

2. Soil and Wetland Soil

Cleanup Levels for contamination in soil and wetland soil are specified by EPA in Table L-2 of the ROD and are included in Attachment A of this SOW. Cleanup Levels must be met at the completion of the Remedial Action for soil beyond the extent of the cap in the Operations Area and along the Railroad Right-of-Way, and, in soil and wetland soil on the Cianci property (shown in Figure 7 of the ROD and included in Attachment A of this SOW), after excavation of hotspots. Similarly, if any contaminated soils in the Operations Area or along the Railroad Right-of-Way are excavated and not capped, all soils remaining after excavation must meet Soil and Wetland Soil Cleanup Levels. The depths to which these Soil and Wetland Soil Cleanup Levels apply will be in accordance with CT regulations which specify that DEC apply from the ground surface down to a depth of 15 feet below the surface unless the soil is inaccessible as defined in the CT RSRs (as determined by EPA after reasonable opportunity for review and comment by CT DEP). PMC apply from the ground surface down to the low water table with exceptions that restrict PMCs down to high water table as noted in the CT RSRs.

3. Updated Assessments

EPA's new Cancer Guidelines and Supplemental Guidelines (March 2005) shall be used as the basis for EPA's analysis of all new carcinogenicity risk assessments. If updated carcinogenicity risk assessments become available, EPA will determine whether an evaluation should be conducted by the Settling Defendants as part of the Remedial Design to assess whether adjustments to the cleanup levels for this Remedial Action are needed in order for this remedy to remain protective of human health. If EPA determines that adjustments to the cleanup levels are needed, these adjusted cleanup levels shall become Performance Standards for the Remedial Action.

4. Overburden NAPL Area

VOC contamination in the overburden shall be reduced to levels that are not indicative of the presence of pooled or residual NAPL. Interim NAPL Cleanup Levels in soil have been calculated using site-specific data, where available, and conservative literature values. The Interim NAPL Cleanup Levels shall be met

from the ground surface to the top of bedrock throughout the thermal treatment zone, shown generally in Figure 6b of the ROD (and included in Attachment A of this SOW) and as modified with EPA approval during Remedial Design. (Hereafter, the area where Interim NAPL Cleanup Levels shall be met will be referred to as the “Overburden NAPL Area”.) A pre-design boring program beyond the northwest corner of the Operations Area may result in an expansion of the treatment zone.

The Interim NAPL Cleanup Levels are as follows:

Trichloroethylene – 222 ppm
Tetrachloroethylene – 46 ppm
1,1,1-Trichloroethane – 221 ppm
Ethylbenzene – 59 ppm
Toluene – 48 ppm
p/m-Xylene – 70 ppm
o-Xylene – 42 ppm

At the time all the Interim NAPL Cleanup Levels are attained in the Overburden NAPL Area, EPA will evaluate whether to continue to operate the in-situ thermal treatment system in areas where EPA determines that appreciable amounts of contaminants continue to be recovered from the Overburden NAPL Area. The maximum amount of time that EPA shall require continued operation of the in-situ thermal treatment system in any or all portions of the Overburden NAPL Area shall not exceed the initial heating time required to achieve Interim NAPL Cleanup Levels (e.g., if it takes 180 days of heating to achieve all the Interim NAPL Cleanup Levels, the maximum amount of time that EPA will require that any or all wells be operated will be an additional 180 days). After that, the Settling Defendants may continue to operate the in-situ thermal treatment system in any or all portions of the Overburden NAPL Area, with EPA approval.

5. NAPL Outside the Overburden NAPL Area

VOC contamination in the bedrock and those portions of the overburden not treated with in-situ thermal remediation shall be treated using monitored natural attenuation and shall be reduced to levels such that the cleanup levels for groundwater (section IV.A.1) are attained. Design and operation of the in-situ thermal treatment system shall be conducted so as to minimize expansion of the groundwater plume at the Site due to further NAPL migration.

B. Additional Performance Standards

1. Multi-layer Cap

The cap shall be a low-permeability, multi-layer RCRA Subtitle C cap. It shall be designed, constructed and maintained to meet the requirements of the CT RSRs (as determined by EPA) for an “engineered control” and shall have a permeability of less than 1×10^{-6} cm/sec. The cap shall also be designed and constructed so as to be consistent with *Final Covers on Hazardous Waste Landfills and Surface Impoundments* (EPA/530-SW-89-047) and *Technical Memorandum: Revised Landfill Cap Design Guidance Proposed for Unlined Hazardous Waste Landfills in EPA Region I* (February 5, 2001). A vapor control system shall be a component of the cap, if EPA determines such a system is necessary as a result of pre-design studies. No side slope will be graded more steeply than three horizontal to one vertical (3:1).

Portions of the Operations Area and Railroad Right-of-Way shall be filled with sub-base material and graded to provide positive drainage of surface water runoff from the new cap toward new drainage collection systems. Stormwater runoff from the capped areas that is discharged to the Quinnipiac River shall be managed in a manner that is consistent with ARARs. Cap design shall be consistent with the expected future land use of the Railroad Right-of-Way as a public bike path.

2. Hydraulic Containment and Treatment (Including Contingent Remedy)

Groundwater in the overburden and bedrock aquifers that exceeds federal drinking water standards and risk-based levels shall be captured and treated on site. Treated water that meets appropriate discharge requirements shall be discharged to the Quinnipiac River. The size and shape of the groundwater plume that requires containment is expected to change over time. The selected remedy allows for the modifications or enhancements to the extraction and/or treatment system to increase effectiveness, decrease the costs or time of operation, and/or prevent groundwater that exceeds federal drinking water standards and risk-based levels from reaching municipal water supplies in the event that the SWD activates production wells located near the Site. Modifications or enhancements may include, but are not limited to, redistribution of containment wells; installation of additional containment wells; changes to the on-site groundwater treatment system; and replacement of the groundwater treatment system (e.g., constructed treatment wetland). All modifications shall be conducted by the Settling Defendants in a protective, ARARs-compliant, effective, and cost-effective manner, as determined by EPA.

3. Habitat Restoration

The areas disturbed during implementation of the remedy shall be restored to their original functions and values. Disturbed areas include excavation sites on the Cianci property and the culvert outfall, and, access areas and roads, staging/handling areas, etc. that will be constructed during implementation of the remedy.

Cap and cover materials shall be selected and applied so as to provide a suitable substrate for plant species, as appropriate for the area being capped and/or restored. Vegetative cover of the disturbed areas shall be established within one year of remediation in that area. After three growing seasons, the restored areas shall demonstrate a 70% rate of successful establishment of 80% of the planted species. After five growing seasons, a stable vegetative community shall be demonstrated in the disturbed areas.

4. Long-term Monitoring

An environmental monitoring program shall be implemented to evaluate the performance of the groundwater containment and treatment system and the overall effectiveness of the remedy including the MNA component. Performance monitoring throughout the plume in three dimensions shall be conducted to ensure the proper operation of the remedy and to satisfy CT RSR monitoring requirements. Performance monitoring shall include periodic monitoring, and necessary maintenance, of the capped areas, and groundwater treatment system influent and effluent. Groundwater performance monitoring is expected to be more frequent (e.g., three to four times a year) after implementation of the active components of the remedy until the groundwater conditions have reached equilibrium.

5. Institutional Controls

Institutional controls in the form of Environmental Land Use Restrictions (ELURs) pursuant to CT RSRs, or in some other form, shall be implemented in order to prevent uses of the Site that may pose a potential risk to human health (e.g., consumption of contaminated groundwater, exposure to subsurface NAPL, vapor intrusion, exposure to contaminated soil, etc) or may have an adverse impact on the remedy. Once implemented, the institutional controls shall be maintained, monitored and enforced.

V. REMEDIAL DESIGN

The Remedial Design activities required by this SOW shall include, but are not limited to, the following phases: (a) an initial remedial steps phase; (b) a design initiation phase; (c) a conceptual design phase; and (d) a design completion phase. The Settling Defendants shall submit to EPA and CT DEP the required deliverables as stated herein for each of these Remedial Design activities. Except where expressly stated otherwise in this SOW, each deliverable shall be subject to review and approval or modification by EPA, after reasonable opportunity for review and comment by the CT DEP, in accordance with Section XII of the Consent Decree, Submissions Requiring Agency Approval.

More specifically, Remedial Design shall consist of continuation and evaluation of the combined NTCRA 1 and NTCRA 2 Groundwater Extraction and Treatment System; developing and implementing a remedial design workplan; remedial design packages at the conceptual, pre-final and final levels, and technical information meetings with EPA and CT DEP. It may be desirable for remedial design of the three major components (in-situ thermal treatment, excavation and capping, and long-term groundwater containment and treatment) to proceed along separate timelines.

A. Continuation of NTCRA 1 and NTCRA 2 Groundwater Extraction and Treatment System

Immediately upon receipt of notice of the lodging of the Consent Decree, the Settling Defendants shall continue to operate and maintain the existing NTCRA 1/2 GROUNDWATER SYSTEM in accordance with all relevant terms, agreements, reporting requirements, monitoring and workplans as approved and incorporated under Administrative Order on Consent (I-97-1000).

B. Initial Remedial Steps Phase

The INITIAL REMEDIAL STEPS PHASE shall consist of contractor selection, an evaluation of the effectiveness of the NTCRA 1/2 Groundwater System to contain groundwater that exceeds federal drinking water standards and risk-based levels.

1. All work performed by the Settling Defendants pursuant to the Consent Decree shall be carried out under the oversight of a qualified SUPERVISING CONTRACTOR and PROJECT COORDINATOR, the selection of which shall be subject to the disapproval by EPA, after opportunity for review and opportunity CT DEP. Within ten (10) days after lodging of the Consent Decree, the Settling Defendants shall notify EPA and CT DEP in writing of the name, title, and qualifications of the Supervising Contractor and the Project Coordinator they propose to use in carrying out all work required under the Consent Decree. If EPA

disapproves the Supervising Contractor or the Project Coordinator, it shall so notify the Settling Defendants.

2. All remedial design work performed by the Settling Defendants pursuant to this Consent Decree shall be carried out under the direction and supervision of a qualified REMEDIAL DESIGN CONTRACTOR, the selection of which shall be subject to disapproval by EPA, after opportunity for review and comment by CT DEP. Within ten (10) days after lodging of the Consent Decree, the Settling Defendants shall notify EPA and CT DEP in writing of the name, title, and qualifications of the Remedial Design Contractor they propose to use in carrying out all remedial design work required under the Consent Decree. If EPA disapproves the Remedial Design Contractor, it shall so notify the Settling Defendants.
3. Within one hundred twenty (120) days after lodging of the Consent Decree, the Settling Defendants shall submit a NTCRA 1/2 EVALUATION REPORT for EPA review and approval or modification, after reasonable opportunity for review and comment by the CT DEP. The evaluation report shall demonstrate whether all overburden and bedrock groundwater at the Site that exceeds federal drinking water standards or risk-based levels is being captured by the NTCRA 1 and NTCRA 2 Groundwater Extraction and Treatment System. If that is not the case, the evaluation report shall propose modifications to the NTCRA 1/2 Groundwater System necessary to bring that system into compliance. The Settling Defendants shall perform a comprehensive groundwater sampling event across the entire plume to collect the data necessary to perform this evaluation. The Settling Defendants shall also perform a human-health risk assessment on the severed plume, subject to EPA review and approval.
4. Within thirty (30) days after the Settling Defendants receive EPA approval or modification of the NTCRA 1/2 Evaluation Report, the Settling Defendants shall submit a NTCRA 1/2 CONTAINMENT WORKPLAN to implement any necessary modifications to the NTCRA 1/2 Groundwater System. The workplan shall include a proposed schedule for implementation.
5. Following entry of the Consent Decree, the Settling Defendants shall implement the NTCRA 1/2 Containment Workplan, within thirty (30) days of its approval or modification by EPA.
6. Within thirty (30) days after the lodging of the Consent Decree, the Settling Defendants shall submit a proposed MEMORANDUM OF

AGREEMENT (MOA), for EPA approval or modification, that serves as a draft agreement between EPA and Southington Water Department (SWD)/Town of Southington, setting forth the timing and procedure through which the SWD/Town of Southington would notify EPA of municipal plans to reactive Production Well No. 4 and/or No. 6, or to install or use other water supply wells in the Curtiss Street Well Field.

7. If requested, the Settling Defendants shall participate in meetings with EPA and Southington officials to discuss the MOA. If requested, the Settling Defendants shall be parties to the MOA.
8. Within thirty (30) days of receipt of EPA approval or modification of the proposed MOA described in Section V.B.6 of the SOW, the Settling Defendants shall submit a SUPPLEMENTAL CONTAINMENT ACTION PLAN for EPA review and approval or modification, after reasonable opportunity for review and comment by CT DEP. The action plan shall lay out the steps and schedule that will be taken by the Settling Defendants, upon written notification by SWD/Town of Southington that it plans to reactivate Production Wells No. 4 and/or No. 6, or install or use additional wells in the Town Well Field, to prevent the groundwater plume that exceeds federal drinking water standards or risk-based levels from migrating. This action plan shall include a monitoring program to ensure that any failure of the containment system is detected well in advance of the plume reaching municipal supply wells. It is expected that the Settling Defendants shall perform pump test(s) on the municipal supply wells to confirm that adequate containment has been achieved.
9. Upon notification by EPA, and consistent with the terms of the Memorandum of Agreement described in Section V.B.6 of the SOW as executed by EPA and SWD/Town of Southington, the Settling Defendants shall implement the Supplemental Containment Action Plan as approved or modified by EPA.
10. Within thirty (30) days of completion of the vapor intrusion study required under Section V.C.1.k of the SOW, the Settling Defendants shall submit an INSTITUTIONAL CONTROL PLAN to EPA for review and approval or modification, after reasonable opportunity for review and comment by the CT DEP. This plan shall present the process by which Environmental Land Use Restrictions (ELURs) that will run with the land will be recorded in the appropriate local land records office, a schedule for attaining ELURs, a plan for the performance of all necessary parcel surveys, and a detailed plan for the long-term monitoring and enforcement of institutional controls (including schedule for compliance inspections of parcels, compliance interviews with property owners, and compliance

reporting to EPA). It shall also include plans to compensate any property owner(s) or perform remedial measures (e.g., install vapor barriers) to address vapor intrusion issues found on individual parcels requiring institutional controls. Upon request by EPA, this plan shall present the process by which other forms of institutional controls are implemented along with or in place of ELURs. At a minimum, the restrictions will prohibit the following activities:

- a. Prohibit activities that could harm the capped areas of the Site.
- b. Prohibit groundwater use or extraction of all groundwater that exceeds federal drinking water standards, risk-based levels or CT Groundwater Protection Criteria (Appendix C in the CT RSRs).
- c. Prohibit excavation and other activities that might result in exposure to subsurface soil and wetland soil that exceeds Cleanup Levels in Section IV.A.2 of the SOW, and untreated NAPL and NAPL-contaminated materials in the overburden and bedrock aquifers.
- d. Prohibit construction above the groundwater plume that exceeds the State's proposed volatilization criteria, unless construction is designed to prevent vapor intrusion consistent with State requirements.
- e. Otherwise impose such restrictions necessary to protect human health and the environment and maintain the integrity of the remedy.

- 11. Within ten (10) days of receipt of EPA's approval or modification of the INSTITUTIONAL CONTROL PLAN, the Settling Defendants shall implement the plan.

C. Design Initiation Phase

The Design Initiation Phase shall consist of developing a REMEDIAL DESIGN WORKPLAN and REMEDIAL DESIGN PROJECT OPERATIONS PLAN (POP) including any investigations necessary for developing the design.

Within ninety (90) days of receipt of EPA's written notice of authorization to proceed following notification of the name, title, and qualifications of the Remedial Design Contractor, the Settling Defendants shall submit a REMEDIAL DESIGN WORKPLAN and REMEDIAL DESIGN POP for review and approval or modification by EPA, after reasonable opportunity for review and comment by

the CT DEP. The REMEDIAL DESIGN WORKPLAN shall provide at a minimum, the following items:

1. detailed descriptions of all activities to be undertaken in connection with any investigations necessary for the design and implementation of the Remedial Action. The detailed descriptions shall contain a statement of purpose and objectives of the investigation, identification of the specific activities necessary to complete the investigation, and a detailed schedule for performance of the investigation. The REMEDIAL DESIGN WORKPLAN shall be consistent with Section VI of the Consent Decree (Performance of Work by Settling Defendants), and Section L of the ROD (Selected Remedy), this SOW, and EPA guidances *Superfund Remedial Design and Remedial Action Guidance* (OSWER Directive 9355.0-4A, June 1986) *Remedial Design/Remedial Action Handbook* (OSWER Directive 9355.0-04B, June 1995). The REMEDIAL DESIGN WORKPLAN shall also describe in detail the following pre-design activities to be undertaken during the Remedial Design Phase:
 - a. A boring program to delineate the extent of the Overburden NAPL Area (i.e., the NAPL treatment area) beyond the northwestern corner of the SRSNE facility.
 - b. A monitoring plan to be performed during implementation of thermal treatment. This plan shall include redundant safe-guards and monitoring at the Site's perimeter to minimize the potential impacts to on-site workers and the community in the unlikely event that unacceptable levels of air emissions are released during thermal treatment. This plan shall also include a community outreach component that provides neighboring residents and businesses with the information they need to recognize and respond to a release.
 - c. A comprehensive set of criteria shall be developed to evaluate the performance of the situ thermal technology during and after implementation.
 - d. Bench-scale test to evaluate vapor treatment needs and options.
 - e. An evaluation may be conducted to confirm design specifications to achieve NAPL performance standards, evaluate methods to control groundwater migration into the treatment zone, confirm vapor treatment equipment sizing, and evaluate the potential for equipment corrosion.

- f. A plan shall be prepared that identifies measures to be taken to address potential downward mobilization of DNAPL, minimize the potential for vapor releases, and identify safety measures to be put in place during implementation of in-situ thermal treatment.
 - g. A sampling plan for testing the walls of excavations to ensure that all material exceeding soil and wetland soil has been removed.
 - h. A habitat restoration plan to restore the functions and values of the various habitats affected by the remediation. This shall include (1) a study to determine the current functions and values of the areas to be affected by the remediation, and (2) an evaluation of actions to minimize impacts to the wetlands and floodplains, to the extent practicable. The plan will also include reporting requirements to demonstrate compliance with Performance Standards.
 - i. A soil investigation to be conducted after implementation of the in-situ thermal component to re-assess the size of the area to be capped. This will include sampling to determine background concentrations for dioxin. To be considered during this re-assessment are any changes to cleanup levels or guidance documents for the contaminants detected (e.g., dioxin, PCBs).
 - j. An evaluation to be conducted after implementation of the in-situ thermal component evaluation to determine whether (or not) a vapor control system is needed below the cap. If EPA determines that a vapor control system is needed, such a system shall be included in the design of the multi-layer cap.
 - k. A study to (1) confirm vapor intrusion risks (10^{-4} to 10^{-6}) at the Site consistent with current screening analysis, and (2) more precisely define the eastern extent of the plume in the overburden aquifer to determine which parcels and locations exceed federal risk levels and therefore require institutional controls and/or remedial measures to prevent vapor intrusion.
 - l. Develop a site-specific conceptual model for MNA.
2. REMEDIAL DESIGN POP which shall be prepared in support of all fieldwork to be conducted according to the REMEDIAL DESIGN WORKPLAN, and which shall be prepared in accordance with Attachment B, and will include, but not be limited to, the following:
- a. Site Management Plan (SMP);

- b. schedule for implementation and reporting;
 - c. Sampling and Analysis Plan (SAP) which includes a Quality Assurance Project Plan (QAPP) and Field Sampling Plan (FSP);
 - d. Site-specific Health and Safety Plan (HSP); and
 - e. Community Relations Support Plan (CRSP).
3. The Settling Defendants may propose, with the approval of EPA, to have the REMEDIAL DESIGN WORKPLAN and REMEDIAL DESIGN POP for the three major components (in-situ thermal treatment, excavation and capping, and long-term groundwater containment and treatment) proceed along separate timelines. In that case, the Settling Defendants will include in their first REMEDIAL DESIGN WORKPLAN a schedule for all subsequent design deliverables, for review and approval or modification by EPA, after reasonable opportunity for review and comment by the CT DEP. In any event, EPA, at its discretion, may perform its review of the workplan and POP for each major component under separate timelines.
4. A GROUNDWATER CONTAINMENT AND TREATMENT OPTIMIZATION STUDY shall be performed by the Settling Defendants upon completion of the in-situ thermal treatment and capping components of the remedy. The OPTIMIZATION STUDY is subject to EPA review and approval or modification, after reasonable opportunity for review and comment by CT DEP. The purpose of the study is to:
- a. Assess whether modifications or enhancements to the NTCRA 1/2 Groundwater System will increase effectiveness and/or decrease the costs or time of operation. Any and all modifications shall be conducted in a protective, ARARs-compliant, effective and cost-effective manner, as determined by EPA.
 - b. Evaluate the protectiveness of the demonstration of compliance requirements incorporated under Section V.A. of the SOW of the NTCRA 1/2 Groundwater System, as modified. If EPA makes the determination that the demonstration of compliance requirements are no longer protective, the Settling Defendants shall propose new demonstration of compliance requirements.
5. The Settling Defendants shall incorporate any modifications or enhancements to the NTCRA 1/2 Groundwater System and/or the demonstration of compliance requirements recommended by the EPA

approved or modified OPTIMIZATION STUDY in Section V.C.4 into the remedial design steps (Sections V.D and V.E) of the LONG-TERM GROUNDWATER SYSTEM.

6. As directed by EPA, or proposed by the Settling Defendants, the Settling Defendants shall conduct additional OPTIMIZATION STUDIES concurrent with five-year reviews required by Section VIII.C of the SOW.

D. Conceptual Design Phase

The CONCEPTUAL DESIGN PHASE shall consist of pre-design investigations outlined above in Section V.C.1 and the 30% conceptual design.

1. Within one hundred and twenty (120) days of receiving EPA's approval or modification of the Remedial Design Workplan(s) and Remedial Design POP(s), the Settling Defendants shall submit to EPA for review and approval, with reasonable opportunity for review and comment by CT DEP, a CONCEPTUAL DESIGN PACKAGE at the 30% design stage to include, at a minimum, the following:
 - a. report presenting results of pre-design activities;
 - b. basis of design/assumptions;
 - c. 30% plans, drawings, sketches, calculations, and technical specifications;
 - d. project delivery strategy;
 - e. draft bid documents;
 - f. draft statement of regulatory compliance with the applicable and relevant and appropriate requirements identified in Appendix D of the ROD (the "ARARs");
 - g. draft construction environmental monitoring plan; and
 - h. draft Remedial Action ("RA") Workplan and Revised POP for implementing the Remedial Action and associated activities, consistent with the approved Remedial Design for the Site. The Draft RA Workplan shall include, at a minimum, those items specified in Section VI.A. The Revised POP shall be prepared in accordance with Section V.C.2.

- i. As part of the Conceptual Design Package, the Settling Defendants shall also notify EPA and CT DEP in writing of the names, titles and qualifications of the INDEPENDENT QUALITY ASSURANCE TEAM (IQAT). The functions and responsibilities of the IQAT, with respect to design and construction shall include, at a minimum, the following:
 - (1) review design criteria, plans, and specifications for clarity and completeness;
 - (2) train Construction Quality Assurance (CQA) inspection personnel on project QA requirements and procedures;
 - (3) schedule and coordinate CQA inspections;
 - (4) verify that the Quality Control (QC) plan for construction activities is implemented in accordance with the site-specific QA plan for these construction activities;
 - (5) perform independent on-site inspections of the Work to assess compliance with the approved design criteria, plans and specifications; and
 - (6) report results of all inspections, including findings that the Work is not acceptable quality or fails to meet the specified design requirements to the Settling Defendants, EPA and CT DEP.
2. The Conceptual Design for the IN-SITU THERMAL component of the remedy shall include a sampling program to determine whether Overburden NAPL Cleanup Levels have been attained.
3. In accordance with the schedule set forth in the EPA-approved RD Workplan(s), the Settling Defendants shall hold at least one TECHNICAL INFORMATION MEETING with EPA and CT DEP to discuss the conceptual design. The Settling Defendants shall present and discuss, at a minimum, the components of the Conceptual Design Package listed above in Section V.D.1. Subsequent to this meeting, the Settling Defendants shall document meeting minutes and submit their responses to all EPA and CT DEP comments in a written letter.

E. Design Completion Phase

The DESIGN COMPLETION PHASE shall consist of the 95% pre-final design and 100% final design packages. The details of these items, including a schedule for submittal, are described below.

1. Within ninety (90) days of receiving EPA's approval or modification of the Conceptual Design Package(s), the Settling Defendants shall submit to EPA for review and approval, with reasonable opportunity for review and comment by CT DEP, a PRE-FINAL DESIGN PACKAGE(s) at the 95% design stage to include, at a minimum, the following:
 - a. all revisions required by EPA based upon EPA and CT DEP comments provided at the technical information meeting(s);
 - b. basis of design/assumptions, noting any changes;
 - c. 95% plans, drawings, sketches, calculations, and technical specifications, noting any changes;
 - d. final draft RA Workplan and Revised POP;
 - e. final draft regulatory compliance statement;
 - f. final bid documents;
 - g. final draft construction environmental monitoring plan;
 - h. status of procurements including a list of pre-qualified Remedial Action Contractors (Construction Managers), principal contractors and/or subcontractors with a summary of experiences and qualifications from whom the Settling Defendants may solicit bids to perform the Remedial Action work set forth herein. EPA, after reasonable opportunity for review and comment by CT DEP, may disapprove of any of the proposed bidders; and
 - i. Draft Operation and Maintenance ("O&M") Plan. The O&M plan(s) shall include detailed procedures, inspection schedules, and establishment of financial assurance mechanisms to ensure the safe and effective implementation of the in-situ thermal treatment, multi-layer cap, restored habitat, and continued effectiveness of the groundwater containment, extraction, treatment and discharge system. The Draft O&M Plan shall include, at a minimum, those items specified in Section VI.I.

2. In accordance with the schedule set forth in the EPA-approved RD Workplan(s), the Settling Defendants shall hold at least one TECHNICAL INFORMATION MEETING with EPA and CT DEP to discuss the pre-final design. The Settling Defendants shall present and discuss, at a minimum, the components of the Pre-final Design Package listed above in Section V.E. Subsequent to this meeting, the Settling Defendants shall document meeting minutes and submit their responses to all EPA and CT DEP comments in a written letter.
3. Within forty-five (45) days of receiving EPA's approval or modification of the Pre-final Design Package(s), the Settling Defendants shall submit to EPA for review and approval, with reasonable opportunity for review and comment by CT DEP, a FINAL DESIGN PACKAGE(s) at the 100% design stage to include, at a minimum, the following:
 - a. all revisions required by EPA based upon EPA and CT DEP comments provided at the pre-final technical information meeting(s);
 - b. basis of design/assumptions, noting any changes;
 - c. 100% plans, drawings, sketches, calculations, and technical specifications, noting any changes;
 - d. final RA Workplan and Revised POP;
 - e. final regulatory compliance statement;
 - f. final construction environmental monitoring plan;
 - g. a correlation of the design plans and specifications;
 - h. a Contingency Plan that shall address the on-site construction workers and the local affected population in the event of an accident or emergency;
 - i. a Constructability Review Report that evaluates the suitability of the project and its components in relation to the Site; and
 - j. final O&M plan.

VI. REMEDIAL ACTION

The Remedial Action activities required for the SRSNE Site shall include, but are not limited to: (a) REMEDIAL ACTION WORKPLAN and REMEDIAL ACTION POP; (b) initiation of construction; (c) pre-construction conference; (d) implementation schedule; (e) meetings during construction; (f) environmental monitoring; (g) construction completion inspections and reports; and (h) operation and maintenance. The Settling Defendants shall submit to EPA and the State the required deliverables as stated herein for each of these Remedial Action activities. Each deliverable shall be subject to review and approval or modification by EPA, after reasonable opportunity for review and comment by the CT DEP, in accordance with Section XII of the Consent Decree, Submissions Requiring Agency Approval.

A. Remedial Action Work Plan(s) and Revised POP(s)

Within one hundred and twenty (120) days of receiving EPA's approval or modification of the FINAL RD WORKPLAN(s), the Settling Defendants shall submit to EPA for review and approval, after reasonable opportunity for review and comment by CT DEP, a DRAFT REMEDIAL ACTION WORKPLAN(s) and REVISED POP(s). Although this SOW does not require submittal of the RA Workplan(s) until after approval of final RD Workplan(s), the Settling Defendants should consider implementation during each phase (conceptual, pre-final, final) of Remedial Design. The REMEDIAL ACTION WORKPLAN and REVISED POP shall contain, at a minimum:

1. Description of all activities necessary to implement all components of the Remedial Action, in accordance with the Remedial Design, the SOW, the Consent Decree and the ROD, including but not limited to the following:
 - a. award of project contracts, including all agreements with off-site treatment and/or disposal facilities;
 - b. contractor mobilization/Site preparation, including construction of necessary utility hookups;
 - c. construction, shake-down, and start-up of the in-situ thermal treatment technology; and
 - d. demobilization of all treatment facilities.
2. Detailed schedule for the completion of all activities identified in Section VI.A.1, including the required deliverables, and an identification of milestone events in the performance of the Remedial Action.

3. REVISED POP(s) shall be prepared in support of all fieldwork to be conducted according to the REMEDIAL DESIGN WORKPLAN(s). This REVISED POP(s) shall be prepared in accordance with Section V.C.2 above.
4. The Settling Defendants shall hold at least one TECHNICAL INFORMATION MEETING with EPA and CT DEP to discuss the draft RA Workplan(s) and Revised POP(s). The Settling Defendants shall present and discuss, at a minimum, the components of the draft RA Workplan(s) and Revised POP(s) listed above in Section VI.A.1-3. Subsequent to this meeting, the Settling Defendants shall document meeting minutes and submit their responses to all EPA and CT DEP comments in a written letter.
5. Within sixty (60) days of receiving EPA's approval or modification of the draft RA Workplan(s) and Revised POP(s), the Settling Defendants shall submit to EPA for review and approval, with reasonable opportunity for review and comment by CT DEP, a FINAL REMEDIAL ACTION WORKPLAN(s) and REVISED POP(s).

B. Remedial Action Implementation Schedule

Within thirty (30) days after receipt of EPA approval or modifications of the Final RA Workplan(s), the Settling Defendants shall submit to EPA for review and approval, after reasonable opportunity for review and comment by CT DEP, an IMPLEMENTATION SCHEDULE(s) that shall identify all major milestones for completion of the remedial action including the commencement and completion of construction of each component of the remedy, and for demonstrating compliance with the approved construction plan(s).

C. Pre-construction Conference(s)

Within thirty (30) days of receiving EPA's approval or modification of the Final RA Workplan(s), the Settling Defendants shall hold a PRE-CONSTRUCTION CONFERENCE(s). The participants shall include all parties involved in the Remedial Action, including but not limited to the Settling Defendants and their representatives, EPA, and CT DEP.

D. Pre-construction Public Meeting(s)

Within forty-five (45) days of receiving EPA's approval or modification of the Final RA Workplan(s), the Settling Defendants shall participate in a PRE-CONSTRUCTION PUBLIC MEETING(s). Invitees shall include local law enforcement and emergency personnel, as well as local residents, and may be combined in part or in whole with the Pre-construction Conference(s).

E. Initiation of Construction

Within sixty (60) days of receiving EPA's approval or modification of the Remedial Action Workplan(s) and Revised POP, the Settling Defendants shall INITIATE ALL THE REMEDIAL ACTION ACTIVITIES specified in the schedule(s) contained therein.

F. Meetings during Construction

During the construction period, the Settling Defendants and their construction contractor(s) shall MEET WEEKLY with EPA and CT DEP regarding the progress and details of construction. Conference calls may constitute a meeting. If, during the construction of the Remedial Action for the Site, conditions warrant modifications of the design, construction, and/or schedules, the Settling Defendants may propose such design or construction or schedule modifications. Following approval by EPA, after reasonable opportunity for review and comment by CT DEP, the Settling Defendants shall implement the design or construction modifications required.

G. Final Construction Inspections

Within sixty (60) days after the Settling Defendants conclude that the construction for each major component (in-situ thermal treatment, excavation and capping, and long-term groundwater containment and treatment) has been fully (100% complete) performed, or in the case of the long-term groundwater containment and treatment system, is fully operational and functional, the Settling Defendants shall schedule and conduct a FINAL CONSTRUCTION INSPECTION(s) for each major component. This inspection shall include participants from all parties involved in the Remedial Action, including but not limited to the Settling Defendants and their contractors, EPA and CT DEP. If after the inspection, EPA determines that, with the exception of minor punch list items, construction is not complete, EPA will notify the Settling Defendants of the deficiencies and a schedule for addressing deficiencies. If that instance, the Settling Defendants shall schedule and conduct additional construction inspections, as necessary.

H. Construction Completion Report(s)

Within thirty (30) days of the Final Construction Inspection for each major component (in-situ thermal treatment, excavation and capping, and long-term groundwater containment and treatment), the Settling Defendants shall submit a CONSTRUCTION COMPLETION REPORT(s) (Preliminary "Close-out" Report) to EPA for approval or modification, after reasonable opportunity for review and comment by CT DEP. The report(s) shall include, at a minimum, the following documentation:

1. Summary of Site conditions and chronology of events;

2. A chronological summary of all construction activities and procedures actually undertaken and materials and equipment used, and results of any and all environmental monitoring conducted during construction;
3. Tabulation of all analytical data and field notes prepared during the course of the Remedial Design and Remedial Action construction activities including, but not limited to:
 - a. QA/QC documentation of these results; and
 - b. presentation of these results in appropriate figures;
4. Summary of the implementation of the construction quality control plan, including reports from the IQAT;
5. A description, with appropriate photographs, maps and tables of the disposition of the Site (including areas and volumes of contaminated soil and wetland soil placement and disturbance), and off-site disposal of hazardous waste;
6. Final, detailed cost breakdowns;
7. Evaluation regarding conformance with ARARs and specified Performance Standards, and, description of actions to be taken and schedule of future actions to be taken to conform with ARARs and specified Performance Standards;
8. Minor inspection/punch list of items remaining to be completed as identified during the Final Construction Inspection;
9. Summary of O&M activities related to be implemented for that component of the remedy; and
10. Schedule for completion of additional components, or, completion of the Interim Remedial Action Report (Section VIII.B of the SOW).

I. Operation and Maintenance

Immediately upon receipt of EPA approval or modification of the Construction Completion Report(s), the Settling Defendants shall implement all operation and maintenance activities in accordance with the terms and schedules set forth in the Operation and Maintenance Plan(s), approved by EPA during remedial design. The Operation and Maintenance Plan(s) shall include, at a minimum, the following:

1. description of normal operations and maintenance;
2. description of potential operational problems;
3. description of routine process monitoring and analysis;
4. description of contingency operation and monitoring;
5. operational safety plan;
6. description of equipment;
7. annual operation and maintenance budget;
8. recordkeeping and reporting requirements;
9. monitoring well inspection, maintenance, and, if appropriate, abandonment program; and
10. site closure and post-closure activities, including:
 - a. cost estimates for post-closure care consistent with 40 C.F.R. Part 264;
 - b. establishment of a financial assurance mechanism for post-closure care consistent with 40 C.F.R. Part 264; and
 - c. post-closure inspection schedule and provisions for implementing such activities consistent with 40 C.F.R. Part 264.

VII. COMPLIANCE MONITORING

The Compliance Monitoring activities required for the SRSNE Site shall include, but are not limited to (a) monitoring natural attenuation and (b) compliance monitoring to demonstrate site-wide compliance with all Performance Standards not previously addressed in this SOW. Environmental monitoring during construction and implementation of the in-situ thermal technology; excavation, capping and habitat restoration, and modifications to the groundwater containment and treatment system is incorporated in RD and RA Workplan(s).

A. Monitored Natural Attenuation (MNA)

1. Within sixty (60) days of the lodging of the Consent Decree, the Settling Defendants shall submit a **MONITORED NATURAL ATTENUATION PLAN** for EPA review and approval or modification, after reasonable

opportunity for review and comment by the CT DEP. The plan shall include all monitoring and analysis necessary to delineate the plume(s) in three dimensions; evaluate the effectiveness of institutional controls; assess temporal and spatial variations in plume chemistry and geometry; and assess progress in meeting the long-term remedial goal of groundwater restoration throughout the Site to its natural quality. The plan shall be developed in accordance with EPA guidance *Performance of Monitoring of MNA Remedies for VOCs in Ground Water* (EPA/600/R-04/027, April 2004) and shall include the following:

- a. a POP prepared in accordance with Section V.C.2;
 - b. a detailed description of how field data will be interpreted and presented in subsequent quarterly monitoring reports including, but not limited to, statistical methods, iso-concentration contour plots, and groundwater potentiometric surface maps;
 - c. a well maintenance program which shall contain provisions for inspection, continued maintenance, repair, and prompt and proper abandonment, if necessary; and
 - d. steps that the Settling Defendants will take to enhance MNA (e.g., augmentation with bacteria and/or food) if progress in meeting long-term groundwater restoration goals is inadequate, as determined by EPA.
2. Within ninety (90) days after the Settling Defendants receive EPA approval or modification of the Monitored Natural Attenuation Plan, the Settling Defendants shall submit to EPA and the State the first MONITORED NATURAL ATTENUATION REPORT. The report(s) shall be prepared in accordance with the aforementioned EPA guidance in Section VII.A.2 of this SOW. The Settling Defendants shall submit additional MONITORED NATURAL ATTENUATION REPORTS to EPA and CT DEP on an annual basis until approval or modification by EPA, after reasonable opportunity for review and comment by CT DEP, of a revised reporting schedule. All monitored natural attenuation reports are subject to EPA approval or modification, and will include, at a minimum, the following:
- a. Background and site description;
 - b. Evaluation of new data and summary of data interpretation;
 - c. Evaluation of MNA conceptual model; and

d. Recommendations.

3. At the direction of EPA, the Settling Defendants shall periodically evaluate the MONITORED NATURAL ATTENUATION PLAN to assess progress in meeting the Performance Standard. The first evaluation shall be concurrent with the Groundwater Containment and Treatment Optimization Study (Section V.C.4 of the SOW), and as part of the five-year reviews thereafter.

B. Compliance Monitoring

1. Concurrent with submittal of the (first) draft RA Workplan, the Settling Defendants shall submit a COMPLIANCE MONITORING WORKPLAN for EPA review and approval, after reasonable opportunity for review and comment by the CT DEP. The COMPLIANCE MONITORING WORKPLAN shall involve monitoring to demonstrate conformance and compliance with all Cleanup Levels and Additional Performance Standards listed in Section IV of this SOW. At a minimum, this plan shall detail how the Settling Defendants will demonstrate that the Cleanup Levels and Additional Performance Standards listed in Section IV of this SOW have been or will be attained at the Site. This plan shall be developed in accordance with the requirements of 40 C.F.R. 264.97 and shall include at a minimum, the following:
 - a. sampling locations and frequencies;
 - b. schedule for work;
 - c. appropriate statistical modeling or other data interpretation techniques; and
 - d. a COMPLIANCE MONITORING POP, prepared in accordance with Section V.C.2 of this SOW.
2. Within ten (10) days of receiving EPA's approval or modification of the COMPLIANCE MONITORING WORKPLAN, the Settling Defendants shall implement all compliance monitoring activities in accordance with the terms and approved schedules contained therein.
3. At the direction of EPA, the Settling Defendants shall periodically evaluate the COMPLIANCE MONITORING WORKPLAN to ensure compliance with the Performance Standards. Evaluations will occur no less frequently than once after implementation of the excavation and capping component, and long-term groundwater containment and treatment system, and, as part of five-year reviews.

VIII. COMPLIANCE REPORTING

In addition to those reports required under Section VII of this SOW, the Compliance Reporting activities required for the SRSNE Site shall include, but not be limited to (a) monthly progress reports; (b) interim remedial action report; (c) five-year reviews; (d) demonstration of compliance report; and (e) summary of costs.

A. Monthly Progress Reports

On the tenth day following the lodging of the Consent Decree and on the tenth day of every month thereafter, the Settling Defendants shall submit progress reports to EPA and CT DEP. The reports shall summarize all activities that have been conducted in the preceding period and those activities planned for the next two periods. At a minimum, and in addition to the requirements set forth in the Consent Decree, the reports shall:

1. identify the percent of construction complete;
2. identify any problems encountered and/or changes to the schedule;
3. summarize the results of all sampling and tests conducted and all other data received by the Settling Defendants during that period;
4. summarize the results of any environmental monitoring conducted during construction and/or for compliance with Cleanup Levels and Additional Performance Standards as described in Section IV of the SOW; and
5. include photographs of the Site activities. Photographs shall be labeled with the date, brief description of the activity, weather conditions and direction/orientation of the photograph.

B. Annual State of Compliance Reports

Annually, the Settling Defendants shall submit to EPA for approval or modification, after reasonable opportunity for review and comment by CT DEP, a STATE OF COMPLIANCE REPORT. These reports shall be a comprehensive evaluation of all monitoring required by this SOW, including, but not limited to, NTCRA 1/2 Groundwater System, MNA, Institutional Controls, construction, operation and maintenance, habitat restoration, hydraulic containment, the MOA with SWD, and long-term groundwater groundwater containment and treatment. The first ANNUAL STATE OF COMPLIANCE REPORT shall be submitted pursuant to the approved schedule in the (first) RA Workplan. Annual State of Compliance Reports may be

consolidated with five-year review reports in years when five-year review reports are due.

C. Interim Remedial Action Report

Within ninety (90) days of EPA's determination, in writing, that the LONG-TERM GROUNDWATER SYSTEM as specified by Section V.C.4 of the SOW is operational and functional, the Settling Defendants shall prepare an INTERIM REMEDIAL ACTION REPORT for EPA approval or modification, after reasonable opportunity for review and comment by CT DEP. The report shall be prepared in accordance with Exhibit 2-3 in EPA's *Close Out Procedures for National Priorities List Sites* (OSWER Directive 9320.09A-P), dated January 2000, as amended.

D. Five-Year Review Reports

Five years after the initiation of construction on the Remedial Action (see Section VI.D), and every five years thereafter, the Settling Defendants shall submit a FIVE-YEAR REVIEW REPORT, for EPA approval or modification, after reasonable opportunity to review and comment by CT DEP. These reports shall be prepared in accordance with EPA's *Comprehensive Five-Year Review Guidance* (OSWER 9355.7-03B-P), dated June 2001, as amended or superseded, and shall also include a reminder sent to Southington officials that the MOA described in Section V.B.5 remains in effect.

E. Completion of Groundwater Containment and Treatment

At the completion of the period necessary to demonstrate compliance with the Performance Standard for Hydraulic Containment and Treatment (Section IV.B.2), the Settling Defendants shall submit to EPA for approval or modification, after reasonable opportunity for review and comment by CT DEP, a DEMONSTRATION OF HYDRAULIC CONTAINMENT AND TREATMENT COMPLETION REPORT. The report must contain all information necessary to demonstrate that federal drinking water standards and risk-based levels have been achieved throughout the groundwater plume in the overburden and bedrock aquifers. The report must also provide an evaluation of the impacts, if any, of discontinuing hydraulic containment on the Monitored Natural Attenuation Plan and quality of the surface water in the Quinnipiac River. The activities that will be taken to decommission the hydraulic containment and treatment system must also be addressed by this report. The Settling Defendants shall continue to maintain and operate the hydraulic containment and treatment system until EPA, in consultation with CT DEP, approves, in writing, its discontinuation.

F. Determination of Background for Metals in Groundwater

No sooner than 365 days prior to submittal of the Demonstration of Compliance Report (Section VIII.G of the SOW), the Settling Defendants shall submit a DETERMINATION OF BACKGROUND FOR METALS IN GROUNDWATER REPORT. In this report, the Settling Defendants shall propose Interim Cleanup Levels for the metals specified in Table L-1 of the ROD (included in Appendix A of the SOW), ARARs, and newly-promulgated ARARs and modified ARARs which call into question the protectiveness of the remedy. The proposed Interim Cleanup Levels for metals shall be equal to the background concentrations for groundwater of each substance, and shall be subject to EPA approval or modification, after reasonable opportunity for review and comment by CT DEP. Upon approval, these concentrations must be met in accordance with the requirements in Section IV.A.1 of this SOW.

G. Demonstration of Compliance Report

At the completion of the period necessary to demonstrate compliance with the Interim Cleanup Levels throughout the groundwater plume, including the severed plume, except for under the cap, the Settling Defendants shall submit to EPA for approval or modification, after reasonable opportunity for review and comment by CT DEP, a DEMONSTRATION OF COMPLIANCE REPORT (or Final Remedial Action Report). The DEMONSTRATION OF COMPLIANCE REPORT shall be prepared in accordance with Exhibit 2-3 in EPA's *Close Out Procedures for National Priorities List Sites* (OSWER Directive 9320.09A-P), dated January 2000, as amended, and shall contain, at a minimum, the following information:

1. all information necessary to demonstrate compliance with the Interim Cleanup Levels in accordance with the requirements of 40 C.F.R. 264.97 and RCRA 22a-133k-3(f) and 22a-133k-3(g) ;
2. all data, collected and tabulated, to support the risk assessment conducted by the Settling Defendants as specified in Section IV.A.1 of the SOW, subject to EPA approval.

H. Summary of Cost and Performance of Remedial Action

At the same time as delivery of the Demonstration of Compliance Report, the Settling Defendants shall submit, under separate cover, a SUMMARY REPORT ON THE COST AND PERFORMANCE OF THE REMEDIAL ACTION for EPA review and approval, after reasonable opportunity for review and comment. This report shall be prepared in accordance with EPA's *Guide to Documenting Cost and Performance for Remediation Reports* (EPA 542-B-95-002), dated March 1995, as amended or superseded.

IX. SUBMISSIONS REQUIRING AGENCY APPROVAL

- A. All plans, deliverables and reports identified in the SOW for submittal to EPA and CT DEP shall be delivered to EPA and CT DEP in accordance with the Consent Decree and this SOW.
- B. Any plan, deliverable, or report submitted to EPA and CT DEP for approval shall be printed using two-sided printing and marked "Draft" on each page and shall include, in a prominent location in the document, the following disclaimer: "Disclaimer: This document is a DRAFT document prepared by the Settling Defendants under a government Consent Decree. This document has not undergone formal review by the EPA and CT DEP. The opinions, findings, and conclusions, expressed are those of the author and not those of the U.S. Environmental Protection Agency and CT DEP."
- C. Approval of a plan, deliverable or report does not constitute approval of any model or assumption used by the Settling Defendants in such plan, deliverable or report.

X. SUMMARY OF SOW DELIVERABLES AND ACTIVITIES

Deliverable/Activity	Trigger	Timeframe	SOW Section
Continuation of NTCRA 1/2 Groundwater Containment and Treatment System	Lodging of the Consent Decree (CD).	Immediately upon notice by EPA.	V.A.
Notification of Supervising Contractor, Project Coordinator and Remedial Design (RD) Contractor	Lodging of the CD.	Within 10 days of notice by EPA.	V.B.1 and V.B.2
NTCRA 1/2 Evaluation Report	Lodging of the CD.	Within 120 days of notice by EPA.	V.B.3
NTCRA 1/2 Containment Workplan (if necessary)	EPA approval or modification of NTCRA 1/2 Evaluation Report.	Within 30 days of notice by EPA.	V.B.4
Implementation of NTCRA 1/2 Containment Workplan	Entry of CD.	Within 30 days of EPA approval of workplan.	V.B.5
Memorandum of Agreement (MOA)	Lodging of the CD.	Within 30 days of notice by EPA.	V.B.6
Meetings with EPA and Southington officials re: MOA.	Upon EPA's request.	As specified by EPA.	V.B.7
Supplemental Containment Action Plan	Signing of the MOA.	Within 30 days of signed MOA.	V.B.8

Institutional Control (IC) Plan	Completion of vapor intrusion study (Section V.C.1.k.)	Within 30 days of EPA approval of vapor intrusion study.	V.B.10
Implementation of IC Plan	EPA approval or modification of IC Plan.	Within 10 days of notice by EPA.	V.B.11
RD Workplan and RD POP	EPA approval of RD Contractor.	Within 90 days of EPA approval.	V.C.1 and V.C.2
Groundwater Containment and Treatment Optimization Study	Completion of in-situ thermal treatment.	Prior to RD of the long-term groundwater containment, extraction and treatment system.	V.C.4 and V.C. 5
Conceptual Design Package	EPA approval or modification of RD Workplan.	Within 120 days of notice by EPA.	V.D.1
Technical Information Meeting	Submittal of Conceptual Design.	Per approved schedule in RD Workplan.	V.D.3
Pre-final Design Package	EPA approval or modification of Conceptual Design.	Within 90 days of notice by EPA.	V.E.1
Technical Information Meeting	Submittal of Pre-final Design.	Per approved schedule in RD Workplan.	V.E.2
Final Design Package	EPA approval or modification of Pre-final Design.	Within 45 days of notice by EPA.	V.E.3
Remedial Action (RA) Workplan and Revised POP	EPA approval or modification of the RD Workplan and POP.	Within 120 days of notice by EPA.	VI.A
RA Implementation Schedule	EPA approval or modification of Final Design.	Within 30 days of notice by EPA.	VI.B
Pre-construction Conference	EPA approval or modification of Final Design.	Within 30 days of notice by EPA.	VI.C
Pre-construction Conference	EPA approval or modification of Final Design.	Within 45 days of notice by EPA.	VI.D
Initiation of Construction	EPA approval or modification of Final	Within 60 days of notice by EPA.	VI.E

	Design.		
Meetings during Construction	EPA approval or modification of Final Design.	Weekly	VI.F
Final Construction Inspection	Settling Defendants conclude construction complete.	Within 60 days of notice by Settling Defendants.	VI.G
Construction Completion Report	Final construction inspection.	Within 30 days of inspection.	VI.H
Commencement of Operation and Maintenance	EPA approval or modification of Construction Completion Report.	Immediately upon notice by EPA.	VI.I
Monitored Natural Attenuation (MNA) Plan	Lodging of the CD.	Within 60 days of notice by EPA.	VII.A.1
MNA Report(s)	EPA approval or modification of MNA Plan.	Within 90 days of notice by EPA, and annually thereafter.	VII.A.2
Compliance Monitoring (CM) Workplan	EPA approval or modification of Conceptual Design.	Within 30 days of notice by EPA.	VII.B.1
Implementation of CM Workplan	EPA approval or modification of CM Workplan.	Within 10 days of notice by EPA.	VII.B.2
Monthly Progress Reports	Lodging of the CD.	On the 10 th day following lodging and monthly thereafter.	VIII.A
Interim RA Report	EPA determination that long-term groundwater containment and treatment system is operational and functional.	Within 90 days of notice by EPA.	VIII.C
Five-year Review(s)	Initiation of construction.	Within five years, and every five years thereafter.	VIII.D
Demonstration of Hydraulic Containment and Treatment Completion Report	Compliance with hydraulic containment and treatment performance standard.	As demonstrated by Settling Defendants.	VIII.E
Determination of Background Metals in Groundwater	Compliance with Interim Cleanup Levels	No sooner than 365 days prior to	VIII.F

	for Groundwater.	submittal of Demonstration of Compliance Report.	
Demonstration of Compliance Report	Compliance with cleanup levels.	As demonstrated by Settling Defendants.	VIII.G
Summary of Cost Information	Compliance with cleanup levels.	As demonstrated by Settling Defendants.	VIII.H

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ATTACHMENT B PROJECT OPERATIONS PLAN

Before any field activities commence on the Site, Settling Defendants shall submit several site-specific plans to establish procedures to be followed by the Settling Defendants in performing field, laboratory, and analysis work and community and agency liaison activities. These site-specific plans include the:

- A. Site Management Plan (SMP),
- B. Sampling and Analysis Plan (SAP),
- C. Health and Safety Plan (HSP), and
- D. Community Relations Support Plan (CRSP).

These plans shall be combined to form the Site Project Operations Plan (POP). The four components of the POP are described in A. through D. herein.

The format and scope of each Plan shall be modified as needed to describe the sampling, analyses, and other activities that are clarified as the RD/RA progresses. EPA may modify the scopes of these activities at any time during the RD/RA at its discretion in response to the evaluation of RD/RA results, changes in RD/RA requirements, and other developments or circumstances.

A. Site Management Plan (SMP)

The Site Management Plan (SMP) shall describe how the Settling Defendants will manage the project to complete the Work required at the Site. As part of the plan the Settling Defendants shall perform the following tasks:

1. Provide a map and list of properties, the property owners, and addresses of owners to whose property access may be required.
2. Clearly indicate the exclusion zone, contamination reduction zone, and clean area for on-site activities.
3. Establish necessary procedures and provide sample letters to land owners to arrange field activities and to ensure EPA and CT DEP are apprised of access-related problems and issues.
4. Provide for the security of government and private property on the Site.
5. Prevent unauthorized entry to the Site, which might result in exposure of persons to potentially hazardous conditions.

6. Establish the location of a field office for on-site activities.
7. Provide contingency and notification plans for potentially dangerous activities associated with the RD/RA.
8. Monitor airborne contaminants released by Site activities which may affect the local populations.

The overall objective of the Site Management Plan is to provide EPA and CT DEP with a written understanding and commitment of how various project aspects such as access, security, contingency procedures, management responsibilities, waste disposal, budgeting, and data handling are being managed by the Settling Defendants. Specific objectives and provisions of the Site Management Plan shall include, but are not limited to the following:

1. Communicate to EPA, CT DEP, and the public the organization and management of the RD/RA, including key personnel and their responsibilities.
2. Provide a list of contractors and subcontractors of the Settling Defendants in the RD/RA and description of their activities and roles.
3. Provide regular financial reports of the Settling Defendants' expenditures on the RD/RA activities.
4. Provide for the proper disposal of materials used and wastes generated during the RD/RA (e.g., drill cutting, extracted ground water, protective clothing, disposable equipment). These provisions shall be consistent with the off-site disposal aspects of SARA, RCRA, and applicable state laws. The Settling Defendants, or their authorized representative, or another party acceptable to EPA and CT DEP shall be identified as the generator of wastes for the purpose of regulatory or policy compliance.
5. Provide plans and procedures for organizing, manipulating, and presenting the data generated and for verifying its quality before and during the RD/RA.

The last item shall include a description of the computer data base management systems that are compatible with hardware available to EPA Region I personnel for handling media-specific sampling results obtained before and during the RD/RA. The description shall include data input fields, examples of data base management output from the coding of all RD/RA sample data, appropriate quality assurance/quality control to ensure accuracy, and capabilities of data manipulation. To the degree possible, the data base management parameters shall be compatible with the EPA Region I data storage and analysis system.

B. Sampling and Analysis Plan (SAP)

The SAP shall be consistent with Section VIII of the Consent Decree (Quality Assurance, Sampling, and Data Analysis). The SAP consists of both (1) a Quality Assurance Project Plan (QAPP) that describes the policy, organization, functional activities, and the quality assurance and quality control protocols necessary to achieve the data quality objectives dictated by the intended use of the data; and (2) the Field Sampling Plan (FSP) that provides guidance for all fieldwork by defining in detail the sampling and data-gathering methods to be used on a project. Components required by these two plans are described below. Additional guidance on the topics covered in each of these plans and the integration of the QAPP and the FSP into the SAP can be found in the Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, (EPA/540/G-89/004, OSWER Directive 9355.3-01, October, 1988) and the references contained in that document, as amended or superseded. In addition, the FSP and QAPP should be submitted as a single document (although they may be bound separately to facilitate use of the FSP in the field.)

The overall objectives of the Sampling and Analysis Plan are as follows:

1. to document specific objectives, procedures, and rationales for fieldwork and sample analytical work;
2. to provide a mechanism for planning and approving Site and laboratory activities;
3. to ensure that sampling and analysis activities are necessary and sufficient and are representative of the heterogeneities at the site (e.g., distribution of DNAPL in the subsurface); and
4. to provide a common point of reference for all parties to ensure the comparability and compatibility of all objectives and the sampling and analysis activities.

To achieve this last objective, the SAP shall document all field and sampling and analysis objectives as noted above, as well as all data quality objectives and specific procedures/protocols for field sampling and analysis set forth by the Site Management Plan.

The following critical elements of the SAP shall be described for each sample medium (e.g., ground water, surface water, soil, sediment, air, and biota) and for each sampling event:

1. sampling objectives;
2. data quality objectives, including data uses and the rationale for the selection of analytical levels and detection limits (see Data Quality Objectives Development Guidance for Uncontrolled Hazardous Waste Site Remedial Response Activities;

OSWER Directive 9355.07, March 1987); Also, Guidance for Data Useability in Risk Assessment; EPA/540/G-90-008, October 1990.

3. site background update, including an evaluation of the validity, sufficiency, and sensitivity of existing data;
4. sampling locations and rationale;
5. sampling procedures and rationale and references;
6. numbers of samples and justification;
7. numbers of field blanks, trip blanks, and duplicates;
8. sample media (e.g., ground water, surface water, soil, sediment, air, and buildings, facilities, and structures, including surfaces, structural materials, and residues);
9. sample equipment, containers, minimum sample quantities, sample preservation techniques, maximum holding times;
10. instrumentation and procedures for the calibration and use of portable air, soil-, or water-monitoring equipment to be used in the field;
11. chemical and physical parameters in the analysis of each sample;
12. chain-of-custody procedures must be clearly stated (see EPA NEIC Policies and Procedures Manual, EPA 330/9-78 001-R) May 1978, revised May 1986;
13. procedures to eliminate cross-contamination of samples (such as dedicated equipment);
14. sample types, including collection methods and if field and laboratory analyses will be conducted;
15. laboratory analytical procedures, equipment, and detection limits;
16. equipment decontamination procedures;
17. consistency with the other parts of the Work Plan(s) by having identical objectives, procedures, and justification, or by cross-reference; and

18. for any limited field investigation (field screening technique), provisions for the collection and laboratory analysis of parallel samples and for the quantitative correlation analysis in which screening results are compared with laboratory results.

The SAP must be the framework of all anticipated field activities (e.g., sampling objectives, evaluation of existing data, standard operating procedures) and contain specific information on each round of field sampling and analysis work (e.g., sampling locations and rationale, sample numbers and rationale, analyses of samples). During the RD/RA, the SAP shall be revised as necessary to cover each round of field or laboratory activities. Revisions or a statement regarding the need for revisions shall be included in each deliverable describing all new field work.

The SAP shall allow for notifying EPA, at a minimum, **four weeks** before field sampling or monitoring activities commence. The SAP shall also allow split, replicate, or duplicate samples to be taken by EPA (or their contractor personnel), CT DEP, and by other parties approved by EPA. At the request of EPA or CT DEP, the Settling Defendants shall provide these samples in appropriately pre-cleaned containers to the government representatives. Identical procedures shall be used to collect the Settling Defendants and the parallel samples unless otherwise specified by EPA or CT DEP. Several references shall be used to develop the SAP, for example:

1. Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA (OSWER Directive 9355.3-01, EPA/540/G-89/004, October 1988);
2. Data Quality Objectives for Remedial Response Activities Development Process, EPA/540/G-87/003, (OSWER Directive 9355.0-7B, March 1987);
3. Data Quality Objectives for Remedial Response Activities, example scenario: RI/FS Activities at a site with contaminated Soil and Ground Water (OSWER Directive 9355.0-7B, EPA/540/G-87/002, March 1987);
4. Test Methods for Evaluating Solid Waste, Physical/Chemical Method (EPA Pub. SW-846, Third Edition);
5. Analytical methods as specified in CFR 40 CFR Parts 136, 141.23, 141.24 and 141.25 and Agency manuals documenting these methods; and
6. Statement of Works for Inorganic and Organic Analyses, EPA Contract Laboratory Program.
7. Guidance for Data Useability in Risk Assessment, EPA/540/G-90-008, October 1990.
8. Ecological Assessment of Hazardous Waste Sites: A field and Laboratory Reference, EPA/600/3-89013, March 1989.

B.1 Quality Assurance Project Plan (QAPP)

The Quality Assurance Project Plan (QAPP) shall document in writing site-specific objectives, policies, organizations, functional activities, and specific quality assurance/quality control activities designed to achieve the data quality objectives (DQO's) of the RD/RA. The QAPP developed for this project shall document quality control and quality assurance policies, procedure, routines, and specifications. All project activities throughout the RD/RA shall comply with the QAPP. All QAPjP and sampling and analysis objectives and procedures shall be consistent with Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans (EPA, 1983 - EPA, QAMS- 005/80, 1980). All analytical methods shall be consistent with EPA analytical protocols and methods.

The 16 basic elements of the QAPP plan are:

1. title page with provision for approval signatures of principal investigators;
2. table of contents;
3. project description;
4. project organization and responsibility;
5. quality assurance objectives for measurement data, in terms of precision, accuracy, completeness, representativeness, and comparability;
6. sampling procedures;
7. sample custody;
8. calibration procedures and frequency;
9. analytical procedures, which must be EPA approved or equivalent methods;
10. data reduction, validation and reporting;
11. internal quality control checks and frequency;
12. performance and system audits and frequency;
13. preventive maintenance procedures and schedules;

14. specific routine procedures to be used to assess the precision, accuracy, and completeness of data and to assess specific measurement parameters involved;
15. corrective action; and
16. quality assurance reports to management.

As indicated in EPA/QAMS-005/80, the above list of essential elements must be considered in the QAPP for the RD/RA. If a particular element is not relevant to the project, the reasons must be provided.

Information in a plan other than the QAPP may be cross-referenced clearly in the QAPP provided that all objectives, procedures, and rationales in the documents are consistent, and the reference material fulfills the requirements of EPA/QAMS-005/80. Examples of how this cross-reference might be accomplished can be found in the Data Quality Objectives for Remedial Response Activities, Development Process, EPA/540/6-87/003 (OSWER Directive 9355.0-7B), March 1987 and the Data Quality Objectives for Remedial Response Activities, Example Scenario, EPA/540/G-87/004 (OSWER Directive 9355.0-7B), March 1987. EPA-approved analytical methods or alternative methods approved by EPA shall be used, and their corresponding EPA-approved guidelines shall be applied when they are available and applicable.

The QA/QC for any laboratory used during the RD/RA shall be included in the QAPP. When this work is performed by a contractor to the private party, each laboratory performing chemical analyses shall meet the following requirements:

1. be approved by the State Laboratory Evaluation Program, if available;
2. have successful performance in one of EPA's National Proficiency Sample Programs (i.e., Water Supply or Water Pollution Studies or the State's proficiency sampling program);
3. be familiar with the requirements of 48 CFR Part 1546 contract requirements for quality assurance; and
4. have a QAPP for the laboratory including all relevant analysis. This plan shall be referenced as part of the contractor's QAPP.

The Settling Defendants are required to certify that all data have been validated by an independent person according to Region I's Laboratory Data Validation Functional Guidelines for Evaluating Organic and Inorganic Analyses (amended as necessary to account for the differences between the approved analytical methods for the project and the Contract Laboratory Procedures (CLP) procedures). These approved methods shall be contained in the

QAPP. The independent person shall not be the laboratory conducting the analyses and should be a person familiar with EPA Region I data validating procedures. The independent person performing the validation shall insure that the data packages are complete and, all discrepancies have been resolved if possible, and the appropriate data qualifiers have been applied. The Settling Defendants shall keep the complete data package and make it available to EPA on request. The complete data package must include the following:

- o Narrative stating method used and explanation of any problems
- o Tabulated summary forms for samples, standards and QC
- o Raw data for samples, standards and QC
- o Sample preparation logs and notebook pages
- o Sample analysis logs and/or notebook pages
- o Chain of custody sample tags
- o An example calculation for every method per matrix.

B.2 Field Sampling Plan (FSP)

The objective of the Field Sampling Plan is to provide EPA and all parties involved with the collection and use of field data with a common written understanding of all field work. The FSP should be written so that a field sampling team unfamiliar with the Site would be able to gather the samples and field information required. Guidance for the selection of field methods, sampling procedures, and custody can be acquired from the Compendium of Superfund Field Operations Methods (OSWER Directive 9355.0-14, EPA/540/P-87/001), December 1987, which is a compilation of demonstrated field techniques that have been used during remedial response activities at hazardous waste sites. The FSP shall be site-specific and shall include the following elements:

Site Background. If the analysis of the existing Site details is not included in the Work Plan or in the QAPP, it must be included in the FSP. This analysis shall include a description of the Site and surrounding areas and a discussion of known and suspected contaminant sources, probable transport pathways, and other information about the Site. The analysis shall also include descriptions of specific data gaps and ways in which sampling is designed to fill those gaps. Including this discussion in the FSP will help orient the sampling team in the field.

Sampling Objectives. Specific objectives of sampling effort that describe the intended uses of data must be clearly and succinctly stated.

Sampling Location and Frequency. This section of the FSP identifies each matrix to be collected and the constituents to be analyzed. Tables shall be used to clearly identify the number of samples, the type of sample (water, soil, etc.), and the number of quality control samples (duplicates, trip blanks, equipment blanks, etc.). Figures shall be included to show the locations of existing or proposed sample points.

Sample Designation. A sample numbering system shall be established for the project. The sample designation should include the sample or well number, the sample round, the sample matrix (e.g., surface soil, ground water, soil boring), and the name of the Site.

Sampling Equipment and Procedures. Sampling procedures must be clearly written. Step-by-step instructions for each type of sampling that are necessary to enable the field team to gather data that will meet the Data Quality Objectives (DQOs). A list should include the equipment to be used and the material composition (e.g., Teflon, stainless steel) of equipment along with decontamination procedures.

Sampling Handling and Analysis. A table shall be included that identifies sample preservation methods, types of sampling jars, shipping requirements, and holding times. Examples of paperwork such as traffic reports, chain-of-custody forms, packing slips, and sample tags filled out for each sample as well as instructions for filling out the paperwork must be included. Field documentation methods including field notebooks and photographs shall be described.

C. Health and Safety Plan (HSP)

The objective of the site-specific Health and Safety Plan is to establish the procedures, personnel responsibilities and training necessary to protect the health and safety of all on-site personnel during the RD/RA. The plan shall provide for routine but hazardous field activities and for unexpected Site emergencies.

The site-specific health and safety requirements and procedures in the HSP shall be updated based on an ongoing assessment of Site conditions, including the most current information on each medium. For each field task during the RD/RA, the HSP shall identify:

1. possible problems and hazards and their solutions;
2. environmental surveillance measures;
3. specifications for protective clothing;
4. the appropriate level of respiratory protection;
5. the rationale for selecting that level; and
6. criteria, procedures, and mechanisms for upgrading the level of protection and for suspending activity, if necessary.

The HSP shall also include the delineation of exclusion areas on a map and in the field. The HSP shall describe the on-site person responsible for implementing the HSP for the Settling Defendants representatives at the Site, protective equipment personnel decontamination procedures, and medical surveillance. The following documents shall be consulted:

1. Interim Standard Operations Safety Guides (Hazardous Response Support Division, Office of Emergency and Remedial Response EPA, Wash. D.C. 1982);
2. Superfund Public Health Evaluation Manual (OSWER Directive 9285.41, EPA/540/1-861060, EPA 1986);
3. Hazardous Waste Operations and Emergency Response (Department of Labor, Occupational Safety and Health Administration, (OSHA) 29 CFR Part 1910); and
4. Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities: Appendix B (NIOSH/OSHA/EPA 1986).

OSHA regulations at 40 CFR 1910 and Chapter 9 of the Interim Standard Operating Safety Guide, which describes the routine emergency provisions of a site-specific health and safety plan, shall be the primary reference used by the Settling Defendants in developing and implementing the Health and Safety Plan.

The measures in the HSP shall be developed and implemented to ensure compliance with all applicable state and Federal occupational health and safety regulations. The HSP shall be updated at the request of EPA during the course of the RD/RA and as necessary.

D. Community Relations Support Plan (CRSP)

EPA shall develop a revised Community Relations Support Plan (CRP) to describe public information and public involvement activities anticipated during the RD/RA and delisting. The Settling Defendants shall also develop a CRSP, whose objective is to ensure and specify adequate support from the Settling Defendants for the community relations efforts of EPA. This support shall be at the request of EPA and may include:

1. participation in public informational or technical meetings, including the provision of presentations, logistical support, visual aids and equipment;
2. publication and copying of fact sheets or updates; and
3. assistance in preparing a responsiveness summary after the public RD/RA comment period;
4. assistance in placing EPA public notices in print.